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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

IT APPEARS from Mr. FRASER'S letter on the Land Transfer Act, which will be found in another column, that the London County Council are now being threatened that if they do not allow the Act to be tried in their district in manner desired by the authorities, legislation will be brought forward for the purpose of making the Act compulsory all over England. Notwithstanding our confidence in Mr. FRASER'S means of knowledge, we really trust that there is some misapprehension as to this matter. We are reluctant to believe that such a glaring breach of faith can be seriously contemplated even by the Land Registry Office. If it were attempted, it would have, at all events, the effect of uniting all solicitors in energetic resistance to the audacious project.

IT CANNOT be said that the experiment made in *Allen* v. *Flood*, of reviving the old practice of summoning the judges to the House of Lords, has been attended with conspicuous success. Ostensibly the House was in doubt as to the law of England on a point admitted to be of great importance, and the advice of the judges was required. The judges attended and gave their advice, not indeed with unanimity, but by such a majority as to entitle the result to great consideration. Such consideration it is obvious from the judgments of the Law Lords it has had, but all the highest authorities reject with one voice what the judges have declared to be the law. Of course there is nothing to be surprised at in this. It was known that after the first hearing the House was divided, and no one supposed that members who had made up their minds would be greatly influenced by further discussion. Lord HERSCHELL, for instance, only found it necessary to add to the judgment he had already prepared some criticisms of the judges' opinions. But the outcome of the whole matter should be an effectual check upon any further experiment in the same direction. Judicial opinion in the Supreme Court is sufficiently indicated by the decisions of the Court of Appeal. These decisions, as the course of business in the House of Lords shews, are frequently wrong, but there is nothing to be gained by having them criticized by judges of first instance. The present constitution of the House of Lords as a court of final appeal makes it fully capable of deciding upon the law, and the presence of the judges, however interesting, is quite futile.

A DECISION has at length been given on the "waiver clause" in a prospectus. It has been held by CHANNELL, J., in *Bensusan* v. *Clarke* that the clause is effectual so far as it intimates to the applicant for shares the nature of the contracts with the mention of which he is dispensing. Under section 38 of the Companies Act, 1867, it is required that every prospectus shall specify the dates and names of the parties to any contract entered into by the company, or the promoters, directors, or trustees of the company, before the issue of the prospectus; and a prospectus not complying with this requirement is to be deemed fraudulent on the part of the promoters and directors knowingly issuing the same as regards any person taking shares on the faith of the prospectus who has not had notice of the omitted contracts. According to the interpretation put upon this comprehensive provision, it is not limited to contracts entered into on behalf of or binding on the company, but "includes every contract made before the issue of the prospectus the knowledge of which might have an effect upon a reasonable subscriber for shares in determining him to give or withhold faith in the promoter, director, or trustee issuing the prospectus" (*Gover's case*, 1 Ch. D. p. 200; *Tycross* v. *Grant*, 2 C. P. D. p. 546). Upon the section as thus construed Lord DAVEY'S committee made the following comments in their report of 1895: "Section 38 is at once too wide and too narrow. It is so wide as to include contracts made in the ordinary course of business of a going concern. It is so narrow in its scope that it does not even require the contracts in question to be open for inspection by intending investors, and it does not apply to an issue of debentures or debenture stock." Exception was also taken to the doctrine of constructive fraud incorporated in the section, and the committee advised that the section should be repealed.

A PROVISION the requirements of which were so impracticable of fulfilment, and, in general, so useless when fulfilled, has naturally led to attempts to get rid of it, and the use of the waiver clause has become practically universal. It has never been quite clear, however, that it constitutes, on the part of subscribers assenting to it, an effectual release of their rights under the section. There is the danger of the section being held to confer a right inseparable from membership in a company similar to the right, just recognized as superior to the private constitution of the company, for any member to present a winding-up petition (*Re Peveril Gold Mines (Limited)*, *ante*, p. 96), or the liability to pay up on every share the full nominal value. On the other hand, there is no reason why each member should not contract separately with the company, or the promoters and directors, in respect to rights not inalienably conferred upon him, and if the rights conferred by section 38 are of the latter kind, the waiver clause is good. This view has been taken by CHANNELL, J., though with a reservation dependent upon the general doctrine of the release of rights by waiver. The person affected must know what he is waiving. In *Bensusan* v. *Clarke* it was held that this condition had not been complied with. The clause in the prospectus asked for waiver only in respect of contracts relative to the issue of the capital, by which an intending purchaser would of course understand underwriting contracts. The clause in the application forms was in wider terms, and by it the applicant agreed to waive generally any claim he might have for non-compliance with section 38. It was proved on the part of the plaintiff that a contract for sale of property by a promoter to a trustee for the company had not been disclosed, and CHANNELL, J., held that against this omission the waiver clause was no protection. The applicant may waive compliance with section 38 so far as regards any contracts or class of contracts the existence of which is sufficiently indicated to him to enable him to exercise a judgment in the matter, but not one of which he knows nothing. In settling waiver clauses it will be essential for this limitation to be borne in mind.

HITHERTO THE tendency of all the cases of recent years has been to affirm the validity of mortgages of uncalled capital. It is essential that such a mortgage should not be prohibited by the memorandum of association, and that power to create the mortgage should be conferred by the articles, either in their original form or as subsequently altered (*Jackson* v. *Rainford Coal Co.*, 44 W. R. 554; 1896, 2 Ch. 340); but, if the power is clear, there is no doubt as to the efficacy of the mortgage (*Re Phœnix Bessemer Steel Co.*, 32 L. T. 854; *Newton* v. *Anglo-Australian Investment Co.*, 43 W. R. 40; 1895, A. C. 244), and the mortgage is equally effectual both before and after a winding up (*Re Pyle Works*, 38 W. R. 674, 44 Ch. D. 534). In these cases, however, there was no question as to the special restriction upon calling up capital that may be imposed by section 5 of the Companies Act, 1879. This section provides that a company "may by a special resolution declare that any portion of its capital which has not been already called up shall not be capable of being called up, except in the event of, and for the purpose of, the company being wound up." It can by no means be taken to be clear that this provision ousts the rights of mortgagees of uncalled capital when once a winding up has occurred. Prior to the winding up they have, of course, no control over the reserved capital; but when a winding up has commenced and the capital has been called up, the purposes of the winding up require the payment of all creditors in their due order, and *primâ facie* any security which certain creditors have obtained is in no way prejudiced. Thus, upon the capital being called up by the liquidator, the rights of the mortgagees—the debenture-holders—would attach upon it, and it would be available only for the general creditors after the claims of the debenture-holders had been satisfied. There is no statutory provision that for the purposes of winding up all creditors shall rank against the assets *pari passu* without regard to their securities. This view, however, has not been adopted by WRIGHT, J., in the case of *Bartlett* v. *Mayfair Property Co.*, decided by him a week ago, and he has held that where a special resolution is passed pursuant to section 5, the capital reserved by it is placed outside of the company's power to mortgage uncalled capital. It is to be noticed that in *Re Pyle Works* the present Master of the Rolls referred to section 5 as confirming the view that capital called up in a winding up was properly part of the capital of the company and was therefore subject to a mortgage of capital, but he reserved the question whether there was anything in the Act to prevent capital with respect to which a restrictive resolution had been passed from being mortgaged. With all deference to the opinion of Mr. Justice WRIGHT, we should have thought that, in view of the authorities on the validity of mortgages of uncalled capital, it would have required stronger words to oust the right of the mortgagees than a mere direction that the capital was only to be used for the purpose of a winding up.

IN A CASE of *Reg.* v. *West*, which was tried at the last Durham Assizes, the prisoner had been committed for trial for rape. No bill, however, for rape was presented to the grand jury, but instead of such a bill, one was presented and found for having unlawful connection with a girl below sixteen and above thirteen years of age, under section 5 (1) of the Criminal Law Amendment Act, 1885. Upon this indictment the prisoner was tried and found guilty. It was then submitted, in arrest of judgment, that the prisoner was entitled to be discharged, on the ground that the prosecution had been commenced more than three months after the date of the alleged offence, contrary to the provisions of the Act. It appeared that he had been arrested and committed for rape soon after the offence, but that more than three months had elapsed between the offence and the assizes. It was urged that the prosecution for the offence for which the prisoner was tried only began when the bill was presented to the grand jury, as he had not been charged with that offence before the magistrates, and that therefore the prisoner was entitled to the benefit of the statutory limitation. Whether this contention was sound or not was considered last week by the Court of Crown Cases Reserved, and the question was decided against the prisoner. By section 9 of the Act a prisoner indicted for rape may be convicted of an offence against section 5. If, therefore, this man had been indicted simply for rape, he might undoubtedly have been convicted of the offence of which he was in fact convicted. It would be very strange if he were entitled to be discharged altogether because it was not thought proper to put him on trial on a graver charge. The

only reasonable view seems to be that taken by the court—namely, that the prosecution for rape was a prosecution for any crime for which a person charged with rape could properly be convicted, and that at the time of the commitment the lesser charge was included in the greater. There is an old case of exactly a century ago, *Rex* v. *Wallis* (1 East P. C. 186), in which the same point was taken. In this case a man had been committed for trial for high treason by unlawfully counterfeiting the coin of the realm. He was, however, indicted and convicted for a lesser offence against the coinage included in the greater, in respect of which it was provided by statute that no prosecution should be brought except within three months. It reported that "the judges at a conference unanimously held that the information and proceeding before the magistrate was the commencement of the prosecution . . . and that the variance between the manner of laying the offence in the indictment and charging it in the commitment made no difference."

THE COURT of Appeal have differed from the Divisional Court (WILLS and GRANTHAM, JJ.) as to the important question raised by *Attorney-General* v. *New York Breweries Co.* The company is an English company, having its registered office in London, though it carries on business in the United States. HENRY CLAUSEN, of New York, died in 1893 entitled to a large number of preference and ordinary shares and of debentures in the company. By his will, which was duly proved in New York, he appointed two Americans as executors. The company recognized their title without requiring probate of the will in this country, and gave effect to it by transferring into the executors' names certain of the shares and debentures, and paying them the arrears of dividends and interest due at CLAUSEN'S death. In consequence of this proceeding the Crown claimed that the company had intermeddled with the assets of the testator so as to constitute themselves executors *de son tort*, and to render themselves liable to pay probate duty on the value of his interest in the company estimated at upwards of £10,000, but the Divisional Court rejected the claim. The executors, it was held, were entitled to receive the assets without proof of the will, and the company were consequently protected by the authority of the executors. This result appears at first sight to follow from *Sykes* v. *Sykes* (L. R. 5 C. P. 113), where it was decided that the agent of an executor named in the will is not liable to be treated as an executor *de son tort*, although the will has not been proved, and a person recognizing the title of an executor and handing over property to him ought to be in as good a position as an agent. But in *Sykes* v. *Sykes* the will, although it had not been proved at the time when the acts were done which were alleged to constitute the agent an executor *de son tort*, was proved by the time the action was commenced, and hence the appointment of the executors could be proved by production of the probate. In the present case the executors had not proved, and had no intention of proving, the will in this country, and on this circumstance the case has been distinguished in the Court of Appeal from *Sykes* v. *Sykes*. The New York Breweries Co. are, in fact, unable to shew by production of an English probate in the ordinary way that they were acting under the authority of executors named in the will, and consequently they cannot get rid of the *primâ facie* liability as executors *de son tort* imposed by their intermeddling with the assets. As a rule companies are not so complacent as to allow of any dealing with the shares of a deceased person without production of a duly proved will, and for the future any such proceeding will be checked by the knowledge that the company themselves will have to pay the duty which the executors are trying to evade.

THE COURT of Appeal have taken a different view from the Divisional Court of the effect for the purpose of succession duty of the arrangement in *Attorney-General* v. *Brown* (45 W. R. 446). In 1881 GEORGE BROWN, a cotton spinner, took his son into partnership for a period of five years, the assets of the business then amounting to £62,445. The son brought in no capital, but it was arranged that of this sum £41,630, or two-thirds, should be credited to the father, and the remaining £20,815 to the son. The partnership deed then contained provisions for the distribution of the several shares in the capital in the event of the death of either father or son during the term of the partnership, and in the event of the term running its natural course. In the last case the son's share in the capital was at the expiration of the term to be advanced to one-half. In the case of the father's death during the term, the son was to have the whole of the father's share upon payment of £10,000 to his estate. In the case of the death of the son, the father was to have his share of the capital and was to pay £15,000. The father died in 1884, the assets of the firm being then valued at £67,810, of which the father's share was £45,894 and the whole of this share consequently passed to the son, subject to the payment of £10,000. On the face of the matter, therefore, it would seem that there was a clear beneficial surplus in favour of the son of £35,894, and upon this amount the Crown claimed succession duty accordingly. The above statement sets forth the leading features of the partnership arrangement, but there were further details, such as the son's obligation, in the event which happened, to indemnify his father's estate against the debts of the firm, and upon the whole the Divisional Court (VAUGHAN WILLIAMS and KENNEDY, JJ.) held that the arrangement was to be treated as a commercial transaction, and that the son took the father's share in the capital by purchase and not by gift, so that he was exempt from the payment of duty. But the judgment of the Court of Appeal seems to take a more correct view of the meaning of the arrangement. Although the father did not give his share to the son out and out, yet the obvious intention was that the son should be a very large gainer, and this was borne out by the very different arrangement for the event of the son's death. The father in that event got only one-third of the capital, and yet was to pay £15,000, while for two-thirds the son was to pay £10,000. Such an arrangement, as the Court of Appeal pointed out, was not made upon a commercial basis, and the benefit which the son in the event took was a gift in respect of which duty was payable.

THE RECENT case of *Re Smyth*, *Leach* v. *Leach* (*ante*, p. 81), before ROMER, J., is very similar to *Attorney-General* v. *Sudeley* (44 W. R. 340, 45 W. R. 305), and, as in the latter case, it has been held that the proceeds of property situate abroad which have to be administered in this country are subject to probate duty. In *Attorney-General* v. *Sudeley* an English testatrix was entitled under the will of her husband, a domiciled Englishman whose will was proved in England by English executors, to one-fourth share of his residuary estate. The estate included, among other property, money invested in mortgages of real estate in New Zealand. At the date of the testatrix's death the mortgages had not been realized. It was held by the Court of Appeal, and the decision was affirmed by the House of Lords, that the testatrix's share in the residuary estate was an English *chose in action*, and that probate duty was payable in England by her executors in respect of her interest in the New Zealand mortgages. The testatrix, it was pointed out, was not entitled to share in the mortgages directly. Her claim was to have the estate administered in England by her husband's executors, and it was only by a proceeding against the executors here that her claim could be enforced. Consequently it was in the nature of an English asset. In *Re Smyth* the property in question was a plantation in Jamaica, which, by the will of an English testator who died in 1839, was devised upon trust for certain persons for life, and upon their death for sale and division of the proceeds among named legatees. One of the legatees died while the life estates were subsisting, and the question arose whether probate duty was payable here in respect of his interest under the will. Having regard to the decision in *Attorney-General* v. *Sudeley* (*supra*), it could hardly be doubtful that it was payable, and so ROMER, J., held. The property out of which the legatee's interest was to come was, indeed, foreign, but that interest gave no claim on the property itself. It was, as in the case cited, an interest to be enforced against English executors in the course of an English administration, and liable, therefore, to duty in this country.

WHAT IS meant by a provision requiring "punctual payment"? According to the recent decision of KEKEWICH, J., in

Leeds Theatre of Varieties (Limited) v. *Broadbent*, the provision does not necessarily require payment on the due date, but is satisfied by payment within a reasonable time after. Upon this view the question whether payment can be postponed at all, and if so, what is a reasonable time for postponement will depend upon the nature of the particular transaction. In the case before KEKEWICH, J., a mortgage deed whereby £7,000 was secured provided that payment of the £7,000 should not be required for three years if in the meantime every half-yearly payment of interest should be punctually paid. The first half-year's interest was due on the 15th of August last, and, it not being paid, on the next day application for immediate payment was made to the mortgagors on behalf of the mortgagees. No satisfactory reply being sent, the mortgagees gave notice calling in the money at the end of three months. Under pressure the cheque was sent by the 24th of August, but the mortgagees insisted on their right to call in the mortgage for default in punctual payment. Under these circumstances KEKEWICH, J., held that the delay had not been unreasonable, and that the notice to call in the money was bad. But this leaves the matter very much at large, and it would have been more satisfactory had the mortgagors been held bound to payment on the due date. The practice of allowing indulgence in the matter of payment of interest on a mortgage may be common, but it is by no means universal. It is perfectly competent to the parties to make their rights depend upon payment at the date named, and the word "punctual" is not inapt to describe such payment. In *Hicks* v. *Gardner* (1 Jur. 541), the only case in which the word seems to have come in question, this meaning was adopted, and it would have tended to certainty had that authority been followed. In future no one can know what the word means without going to the court.

THE DECISION IN *ALLEN* v. *FLOOD*.

THE House of Lords have given their long-deferred decision in the important trade-union case of *Allen* v. *Flood*, and by a majority of six (Lords WATSON, HERSCHELL, MACNAGHTEN, SHAND, DAVEY, and JAMES) to three (Lord HALSBURY, C., and Lords ASHBOURNE and MORRIS) have overruled the judgment of the Court of Appeal and the opinions of the great majority of the judges of the High Court who were summoned to the assistance of the House on the re-hearing of the case. The result is to put an end to the notion that interference by one man, A., with another man, B., in the course of his trade or employment—no unlawful act being committed or procured to be committed—is actionable simply upon the ground that it is done with the intention either of injuring B. or of benefiting A. at the expense of B.

The facts which have at length brought the question to settlement can be very shortly stated. In April, 1894, two shipwrights, FLOOD and TAYLOR, were employed by the Glengall Iron Co. in repairing a steamship at their dock at Millwall. Upon the same job other shipwrights were employed, and also a number of ironworkers, the latter class of workmen being considerably in excess of the former. The ironworkers were members of the Boilermakers' Society, and it was a rule of their union that ironworkers ought to work in iron only and shipwrights in wood. Upon this job FLOOD and TAYLOR were working in accordance with the rule, but on a former occasion they had violated it by working in iron, and the ironworkers decided to have no association with them. They sent for ALLEN, a district delegate of the Boilermakers' Society, and he, acting on their behalf, intimated to the manager of the Glengall Co. that all the ironworkers would stop work unless FLOOD and TAYLOR were dismissed. This course was rendered practicable without any obvious illegality by the fact that the men of both classes were engaged merely by the day. Although, therefore, in the ordinary course the engagement would continue until the completion of the job, yet on either side it might be terminated at the close of any day. The manager of the company was unwilling to get rid of FLOOD and TAYLOR, but he was still more unwilling to incur the loss consequent on a stoppage of work, and the obnoxious workmen were discharged. For the injury thus done them they brought an action against ALLEN.

The peculiarity of the case was that the dismissal of the plaintiffs, as just pointed out, involved no breach of contract. ALLEN had not procured any breach of contract on the part of the company, nor in bringing pressure to bear upon the manager had he used, or threatened to use, any violence. The only way, therefore, of supporting the action was to base it upon malice—that is, upon the intention of injuring FLOOD and TAYLOR for the sake of procuring a benefit for the members of the Boilermakers' Society—and the questions which KENNEDY, J., left to the jury were designed to ascertain the existence of malice in this sense. The questions (so far as relevant to this issue) were: (1) Did ALLEN maliciously induce the company to discharge the plaintiffs? and (2) Did ALLEN maliciously induce the company not to engage them? To each question the jury returned an affirmative answer, with a verdict of £20 damages for each plaintiff, and in these findings KENNEDY, J., upon the authority of *Temperton* v. *Russell* (41 W. R. 565; 1893, 1 Q. B. 715), gave judgment, as he was bound to do, in favour of the plaintiffs. This result was affirmed by the Court of Appeal.

The question of the correctness of the decision has really depended upon the effect to be given to the judgments in *Lumley* v. *Gye* (2 E. & B. 216) and *Bowen* v. *Hall* (29 W. R. 367, 6 Q. B. D. 333), and upon the authority to be ascribed to the decision and the *dicta* of Lord HOLT in the old case of *Keeble* v. *Hickeringill* (11 East 574*n*). The two former cases decided that for A. to induce B. to break his contract with C. gives C. a right of action against A., provided injury results to C., and provided A.'s conduct was malicious. To quote a well-known passage from the judgment delivered in *Bowen* v. *Hall* by BRETT, L.J., on behalf of Lord SELBORNE, C., and himself: "Merely to persuade a person to break his contract may not be wrongful in law or fact. . . . But if the persuasion be used for the indirect purpose of injuring the plaintiff, or of benefiting the defendant at the expense of the plaintiff, it is a malicious act, which is in law and in fact a wrong act, and therefore a wrongful act, and therefore an actionable act if injury ensues from it." Here it is clearly laid down that the pith of the civil wrong which gives rise to the action is the malicious intention, and, admitting this result to be correct, it was not difficult to treat the violation of an existing contract as immaterial, and to take the step which was subsequently taken in *Temperton* v. *Russell*. There, as in the present case of *Allen* v. *Flood*, the complaint was that the defendants had hindered the plaintiffs in the carrying on of their business by preventing them from obtaining contracts, and since this conduct was malicious, it was held that there was a good cause of action. "There was," said Lord ESHER, M.R., "the same wrongful intent in both cases, wrongful because malicious. There was the same kind of injury to the plaintiff. It seems rather a fine distinction to say that where a person maliciously induces a person not to carry out a contract already made with the plaintiff, and so injures the plaintiff, it is actionable, but where he injures the plaintiff by maliciously preventing a person from entering into a contract with the plaintiff, which he would otherwise have entered into, it is not actionable."

This reasoning, of course, is perfectly good so long as it is admitted that malice is the leading ingredient in an action grounded on the procuring of a breach of contract; and the notion that it is such an ingredient is supported by *Lumley* v. *Gye* and *Bowen* v. *Hall*. But the House of Lords have now distinctly laid it down that the gist of the action is the procuring the breach of contract. Without an act of actual unlawfulness malice does not constitute a cause of action. The point is clearly put in the judgment of Lord HERSCHELL. After observing that the advance from *Bowen* v. *Hall* to *Temperton* v. *Russell* seemed by the Court of Appeal to have been regarded as only a small step, he said: "So far from thinking it a small step from the one decision to the other, I think there is a chasm between them. The reason for a distinction between the two cases appears to me to be this—that, in the one case, the act procured was the violation of a legal right, for which the person doing the act which injured the plaintiff could be sued, as well as the person who procured it, whilst in the other no legal right was violated by the person who did the act from which the plaintiff suffered." Even when the defendant has procured a contract to be violated, it is still necessary, in order to ground an action,

that he should have done this knowingly, and it seems that the averment of malice in *Lumley* v. *Gye* must be taken to have been satisfied by this knowledge on the part of the defendant. It is actionable, therefore, for A. knowingly to procure B. to break his contract with C.; it is actionable, also, as Lord WATSON pointed out, for A. by the use of illegal means to procure B. to do an act detrimental to C. But in both cases the gist of the action is the *primâ facie* unlawfulness of A.'s conduct, unlawfulness which amounts to a civil wrong if it is accompanied by knowledge on his part of the effect of his conduct. In *Allen* v. *Flood* this element of illegality was absent. ALLEN procured the Glengall Iron Co. to break no contract with FLOOD and TAYLOR, nor, in intimating that the ironworkers would in a certain event exercise their undoubted right of leaving work, did he do anything unlawful. The action, therefore, was based solely on malice, and this, in the opinion of the majority of the House of Lords, was not enough.

There remains the argument founded on the decoy case—*Keeble* v. *Hickeringill*—and on the support given to it by a *dictum* of BOWEN, L.J., in *Mogul Steamship Co.* v. *Macgregor* (37 W. R. 756, 23 Q. B. D. p. 613). "He that hinders another in his trade or livelihood is liable," said Lord HOLT, "to an action for so hindering him"; and, again, an action lies "where a violent or malicious act is done to a man's occupation, profession, or way of getting a livelihood." According to BOWEN, L.J., "intentionally to do that which is calculated in the ordinary course of events to damage, and which does, in fact, damage another in that person's property or trade, is actionable if done without just cause or excuse." But the value of this last *dictum* is lessened by the fact that the conduct of the defendants in the *Mogul case*, although intended to benefit the defendants at the expense of the plaintiffs by injuring the latter in their trade, was held not to be actionable; and Lord HOLT's ruling has, with slight exception, slumbered peacefully in the reports until it was revived for the purpose of the present controversy. Lord HALSBURY says that the right of the plaintiffs to employ their labour as they will is a right both recognized by the law and sufficiently guarded by its provisions to make any undue interference with that right an actionable wrong. Lord HERSCHELL does not deny this, but he parallels it with another right. "A man's right not to work or not to pursue a particular trade or calling, or to determine when or where or with whom he will work, is in law a right of precisely the same nature and entitled to just the same protection as a man's right to trade or work." Whether the right is used well or ill, it is one which has hitherto always been recognized as unassailable, and by it combinations of men have sought to enforce their own social rules. From a popular point of view the recognition of this right in the case of trade unions is the leading feature in the case. To lawyers the point of chief importance is that malice or indirect motive, though accompanied by loss to another, is now definitely declared to be in itself no cause of action. There must also be some independent, unlawful act.

COMPANIES WINDING UP DURING THE LEGAL YEAR 1896-1897.

II.

ALMOST the first duty which the House of Lords performed in the beginning of the legal year was to pronounce its decision on the appeal in *Salomon* v. *Salomon & Co.* (45 W. R. 193; 1897, A. C. 22), the so-called "one-man company" case. The result was exactly what had been anticipated—the decisions of the Court of Appeal and Mr. Justice VAUGHAN WILLIAMS were completely upset. The facts of this case are too well known to need re-statement here. No company draftsman was daunted by the decision in the court of first instance, and even when the Court of Appeal had affirmed that ruling, the profession remained unconvinced that the law had been correctly stated. Those members of it who had doubts found enough to quiet their minds in Mr. PALMER'S criticisms in 1 Company Precedents, 6th ed., p. 466, and Private Companies and Syndicates, 13th ed. (1897), p. 52.

Debentures charging a company's uncalled capital are now so common that lenders need a warning to inquire carefully whether such securities are authorized in the case of the particular company offering them for subscription; and also that the debentures contain apt words to include the uncalled capital. A strong instance of the result of omitting to make this inquiry is afforded by Mr. Justice CHITTY'S decision in *Re Streatham and General Estates Co.* (45 W. R. 105; 1897, 1 Ch. 15.) The memorandum and articles gave power to borrow on the company's property, both present and future, including its uncalled capital. The debentures charged "the undertaking and all its property whatsoever and wheresoever, both present and future"; but it was held that the uncalled capital remained uncharged. The decision, if correct, shews that it is not safe to adopt the definitions in the memorandum and articles, for in this case they defined present and future property as being inclusive of uncalled capital, and all the property, both present and future, was charged by the debentures.

In *South African Territories* v. *Wallington* (45 W. R. 467; 1897, 1 Q. B. 692) an attempt was made by a company to obtain, as damages for breach of a contract to lend money on its debentures, the balance of the amount subscribed for; but the Court of Appeal held that on the breach the only damages recoverable were the actual loss suffered—following Mr. Justice CHITTY'S decision in *Western Wagon and Property Co.* v. *West* (40 W. R. 182; 1892, 1 Ch. 271).

The terms "floating security" and "floating charge," now so often found in debentures, are assumed to be synonymous. The former has now been defined in the House of Lords by Lord MACNAGHTEN as "an equitable charge on the assets for the time being of a going concern. It attaches to the subject charged in the varying condition in which it happens to be from time to time. It is of the essence of such a charge that it remains dormant until the undertaking charged ceases to be a going concern, or until the person in whose favour the charge is created intervenes. His right to intervene may, of course, be suspended by agreement. But if there is no agreement for suspension, he may exercise his right whenever he pleases after default" (*Governments Stock and other Securities Investment Co.* v. *Manila Railway Co.*, 45 W. R. 353; 1897, A. C. 81, 86). This case related to debentures; but, in the case of a bill of sale given by an individual trader, Lord MACNAGHTEN said in 1888: "It belongs to a class of securities of which, perhaps, the most familiar example is to be found in the debentures of trading companies. It is a floating security reaching over all the trade assets of the mortgagor for the time being, and intended to fasten upon and bind the assets in existence at the time when the mortgagee intervenes. In other words, the mortgagor makes himself trustee of his business for the purpose of the security. But the trust is to remain dormant until the mortgagee calls it into operation" (*Tailby* v. *Official Receiver*, 37 W. R. 513; 1888, 13 App. Cas. 523, 541).

The term "floating charge" has now been recognized by the Legislature in sections 2 and 3 of the Preferential Payments in Bankruptcy Amendment Act, 1897 (60 & 61 Vict. c. 19). This Act gives to the debts mentioned in section 1 of the Preferential Payments in Bankruptcy Act, 1888, priority over the claim of debenture-holders and debenture stock-holders having a floating charge.

The difficulty of enforcing a floating charge by foreclosure in the absence of any one of several debenture-holders is pointed out by Mr. Justice KEKEWICH in *Re Continental Oxygen Co.* (45 W. R. 313; 1897, 1 Ch. 511). According to the same learned judge, where an action is brought by a debenture-holder on behalf of the class to enforce debentures charging uncalled capital, the master may, under an inquiry as to the property charged, find what uncalled capital is due from the shareholders, although no calls can be made in the action, and if the plaintiff is a shareholder the court may decide the question of his liability for calls in the same action (*Madeley* v. *Ross, Sleeman, & Co.* (1897, 1 Ch. 505).

The law has for some time been settled that when a debenture-holders' security is in danger the court will appoint a *receiver*, although there is no principal or interest in arrear—in fact, before the security is "crystallized." In *Re Victoria Steamboats Co.* (45 W. R. 135; 1897, 1 Ch. 158) Mr. Justice KEKEWICH appointed a receiver *and manager* before crystallization had set in. The decision really follows that of Mr. Justice

NORTH in *Edwards* v. *Standard Rolling Stock Syndicate* (1893, 1 Ch. 574), but the circumstances constituting jeopardy were different.

In 41 SOLICITOR'S JOURNAL p. 109) we stated that the case of *Gaskill* v. *Gosling* (1896, 1 Q. B. 669), would "probably go further," and remarked on the likeness which the facts of the case bore to those in *Cox* v. *Hickman* (8 H. L. Cas. 268). On appeal to the House of Lords, the decision of the Court of Appeal was reversed, the judgment of Lord Justice RIGBY, who dissented from his colleagues, being approved (*Gosling* v. *Gaskill*, 1897, A. C. 575). In the House of Lords the Lord Chancellor prefaces his judgment with the following observation: "In this case I am of opinion that it is covered by authority. The case of *Cox* v. *Hickman* in this House appears to me *expressly* (*sic.*) in point" (1897) A. C. 579. It was accordingly held that the trustees of the debenture trust deed who had appointed a receiver were not personally liable for debts contracted by him in carrying on the business of the company. The wording of the trust deed in this case should, therefore, be carefully borne in mind by company draftsmen. Probably some other recent decisions of the Court of Appeal as regards debenture-holders' receivers would not survive an appeal to the House of Lords.

Debenture-holders have, of course, the right to inspect the register of mortgages required to be kept by section 43 of the Companies Act, 1862, and Mr. Justice STIRLING has held that the right to inspect includes the right to take copies (*Nelson* v. *Anglo-American Land Mortgage Agency Co.*, 45 W. R. 171; 1897, 1 Ch. 130).

Section 25 of the Companies Act, 1867, and the question whether shares not wholly or at all paid up in cash are in certain circumstances to be treated as fully paid, have lately been prominent. Section 25 is a short one, and provides that "Every share in any company shall be deemed and taken to have been issued and to be held subject to the payment of the *whole* thereof in cash, unless *the same* shall have been otherwise determined by a contract duly made in writing and filed with the Registrar of Joint-Stock Companies at or before the issue of such shares." The section can only be ironically described as a "pretty piece of drafting." "Issued" is a somewhat doubtful word, and no one seems to know what "the same" refers to. There has always been considerable doubt as to what sort of a "contract" must be filed, and considerable light has been thrown on this part of the section by the Court of Appeal in *Re Kharaskhoma Exploring and Prospecting Syndicate* (1897, 2 Ch. 451). There were two agreements. By one of them, dated the 17th of August, 1892, the K. syndicate agreed, for a consideration which was *not* cash, to allot to the C. company shares in the syndicate, the allotment to be protected by a filed agreement. The second agreement was under seal, and dated the 31st of August, 1892. It recited that by the agreement of the 17th of August it was agreed, "for the considerations therein mentioned," that the syndicate should allot the shares to the company, and as to the filing of the agreement, and then proceeded to provide that the syndicate should file the second agreement and allot the shares to the company, which shares should be deemed to be fully paid. It was held (reversing Mr. Justice VAUGHAN WILLIAMS' decision) that the omission of the consideration prevented the document filed from being a sufficient contract, and that the allottees were liable to pay up the full amount of the shares. It was also laid down that the agreement was contained in the two documents, and that if both had been filed the allottees would have been protected. The allottees are taking the case to the House of Lords.

The dinner of the Oxford Circuit to Mr. Justice Darling, in celebration of his recent elevation to the Bench, will take place at the Café Royal on Monday, January 17th. Mr. Jelf, Q.C., the leader of the Circuit, will preside.

The annual social meeting in connection with the Royal Courts of Justice Temperance Society, of which Lord Herschell is president, was held, on the 10th inst., at Exeter Hall, Strand, when there was a very full attendance. The chair was taken by Sir Francis Jeune, who delivered a short address, in the course of which he said that the society endeavoured to afford aid, comfort, and pleasure to those among whom its members lived. Its real objects were summed up in the maxim, "To help to bear each other's burdens." During the evening an address and recitations were given by Mr. T. Harner Greenwood, of Toronto, and a programme of vocal and instrumental music was performed.

REVIEWS.

THE GAME LAWS.

OKE'S GAME LAWS: CONTAINING THE WHOLE LAW AS TO GAME LICENCES AND CERTIFICATES, GUN LICENCES, POACHING PREVENTION, TRESPASS, RABBITS, DEER, GROUND GAME, DOGS, BIRDS, POISONED GRAIN, AND WILD BIRDS THROUGHOUT THE UNITED KINGDOM. SYSTEMATICALLY ARRANGED, WITH THE ACTS, DECISIONS, NOTES, AND FORMS. FOURTH EDITION. By J. W. WILLIS BUND, M.A., LL.B., Barrister-at-Law. Butterworth & Co.

A new edition of this valuable work will be welcome to many, especially when brought out under the editorship of one whose wide knowledge of the subject is so well recognized. The third edition was published twenty years ago, but a few years after its appearance two Acts of Parliament were passed of such importance to the subject treated that it was found necessary in 1881 to print a supplement in order to bring the book up to date. These Acts were the Wild Birds Protection Act, 1880, and the Ground Game Act, 1880; and the supplement dealing with them was published bound up with the third edition, which became thenceforth a rather clumsy book. This is, of course, all changed in the fourth edition, which, besides being brought quite up to date, is much better arranged than its predecessor. In former editions the statutes and forms were mixed up with the text. Now we have them conveniently collected in the appendix without notes other than page references to the preceding parts of the book. The consequence of this is that, while being increased in utility, the book has lost in bulk. Besides the statutes dealt with in the supplement of 1881, several Acts have been passed since the publication of the third edition which have made great and remarkable changes in the law relating to birds. In fact, as the learned editor points out, the Game Laws proper have now become of less importance than the general law as to wild birds.

By the Wild Birds Protection Act, 1880, all wild birds are protected to some extent, and certain birds mentioned in the schedule are particularly protected during a defined part of the year. By the amending Act of 1894 powers are given to county councils (with the consent of a Secretary of State) to prohibit the taking or destroying the eggs of any wild birds, and also to extend the provisions of the principal Act by adding to the schedule thereof the names of any other wild birds. By the amending Act of 1896 powers are given to county councils (subject to the same consent) to extend the protection afforded to certain birds by the principal Act, so as to prohibit the taking or killing of such birds during the whole or any part of the year. It will at once be seen, therefore, that the law as to wild birds may differ in every county. It is liable to constant changes, and can only be discovered with certainty as to any county by obtaining copies of the orders made for that county. The appendix contains a large number of orders already made by the several county councils, the collection of which must have given the editor a vast amount of trouble. Any practitioner, however, who has to deal with any question touching game or birds, provided he is in possession of any orders which may affect his case, will find everything else he may require in this book. We have discovered a few misprints. Amongst these may be particularly noticed, on p. 266, the insertion of two lines in section 12 of the Game Act, 1831, which makes the section ambiguous as far as the penalty is concerned.

CRIMINAL LAW.

A SELECTION OF LEADING CASES IN THE CRIMINAL LAW (FOUNDED ON SHIRLEY'S LEADING CASES), WITH NOTES. By HENRY WARBURTON, Barrister-at-Law. SECOND EDITION. Stevens & Sons.

We are told in the preface to this edition that it has been the author's aim to make the work "a handbook for practitioners as well as for students." He may certainly be said to have succeeded in his object, for, while the book is undoubtedly valuable to the student, it is at the same time a useful book in practice. It may often be seen in the hands of counsel in criminal courts, and is especially welcome at assizes and quarter sessions in the country, where books of reference are not always easy to obtain "at a moment's notice." This edition contains some excellent new matter and a few additional leading cases. The most important of them are *Reg.* v. *Silverlock* (43 W. R. 14; 1894, 2 Q. B. 766), a valuable case on the indictment in false pretences; *Reg.* v. *Lillyman* (44 W. R. 654; 1896, 2 Q. B. 167), which decides that in cases of rape, &c., evidence is admissible of the matter of a complaint made by the female soon after the offence; *Reg.* v. *Ring* (17 Cox 491), which establishes the principle that a prisoner may be convicted of an attempt to commit larceny from the person without there being any necessity to prove that there was at the time of the attempt anything capable of being stolen upon the person of the individual against whom the attempt was made. As to the last-mentioned case, we do not think that the notes are quite adequate to the importance of the law as to attempt, nor do we

think they are up to the high level of the notes on the majority of the cases dealt with.

At the end of the notes on a case we very often find words to this effect, "Other cases on this subject are:" and then follows a long list of names of cases (in one instance, on p. 202, no less than thirty-three) without a word to indicate the nature of the decision in each case. Such a list cannot be of any real use, and might be very well omitted entirely. More time would be wasted in looking up these cases in the reports than by going to one of the larger works on criminal law, where the effect of each of these cases would probably be given.

POLICE OFFICER'S GUIDE.

SNOWDEN'S POLICE OFFICER'S GUIDE. WITH AN EPITOME OF THE POLICE (ENGLAND) ACTS; THE POLICE ACT, 1890; THE CRIMINAL LAW CONSOLIDATION ACTS; THE LICENSING ACTS; THE SUMMARY JURISDICTION ACTS; AND DIGEST OF RECENT CIRCULARS OF SECRETARY OF STATE. TENTH EDITION. By T. O. HASTINGS LEES, Esq., M.A., Barrister-at-Law, Chief Constable of the Isle of Wight. Shaw & Sons; Butterworth & Co.

This book has now reached a tenth edition, and that fact alone shews that it has been found useful by the class for which, primarily, it is intended. This is the third edition for which Mr. Hastings Lees is responsible, and it would be hard to find any person whose career has better qualified him for such a task. He was once in the Royal Irish Constabulary; then he was Chief Constable of Northamptonshire; next he practised for several years on the Midland Circuit, and enjoyed a considerable amount of criminal business; and, finally, he returned to the police as Chief Constable of the Isle of Wight.

The book is a very complete summary of all a policeman need know in order to regulate his dealings with members of the public, not only according to law, but also with discretion and humanity. Thus in dealing with breaches of the peace, the author says: "If the disturbance be of a serious nature, or if the offenders do not immediately desist, he should take them into custody . . . but if the offenders desist, it is better to take their names and summons them. A constable should exhibit a great amount of forbearance before exercising his power of arrest." Again, we read, "There is nothing recommends a policeman so much to the favourable notice of the public as kindness to the poor, to the helpless, and to children. Great forbearance should be shewn towards children who may be guilty of minor street offences. A policeman who knows his duty will reason with children committing minor offences, and point out to them that they are doing wrong."

From lowest to highest we may divide police officers into three classes: first, there is the ordinary constable; next, the experienced superintendent or inspector, who, by his ability, has risen from the ranks; and, lastly, the chief constable, who is generally a man of superior education. The book may also be divided into three corresponding parts. The first part, on the powers and duties of constables, may be understood by the ordinary constable of intelligence, and it ought to be his duty to understand and know it; but the rest of the book is probably rather beyond him. The second part contains the law, in a summary form, on every subject that the officer is likely to have to deal with, and ought to be of great use to officers of superior rank. While the appendix, consisting as it does largely of statutes, will, in the main, recommend itself only to the highest class of officer.

This edition is well up to date, and contains references to quite recent cases. Amongst these may be noticed *Powell* v. *Kempton Park Racecourse Co.* (46 W. R. 8), which is cited on p. 90. On this page readers are referred to a summary of the judgment in the appendix. We are, however, quite unable to discover any such summary, or any further reference to the case.

COLLISIONS AT SEA.

A TREATISE ON THE LAW OF COLLISIONS AT SEA. WITH AN APPENDIX CONTAINING EXTRACTS FROM THE MERCHANT SHIPPING ACT, 1894; THE REGULATIONS FOR PREVENTING COLLISIONS AT SEA; AND LOCAL RULES OF NAVIGATION FOR THE THAMES, MERSEY, AND ELSEWHERE. FOURTH EDITION. By R. G. MARSDEN, Barrister-at-Law. Stevens & Sons (Limited).

Since the last edition of Mr. Marsden's useful treatise the Merchant Shipping Acts have been consolidated by the Merchant Shipping Act, 1894, and a new set of rules for preventing collisions at sea have come into force. Besides bringing the old edition up to date, Mr. Marsden has inserted a chapter dealing with the history of the rule as to the division of loss in cases of collision. The extracts from the records of the High Court of Admiralty, upon which the author has spent so much useful labour in his edition of them for the Selden Society, shew clearly that those who first applied the rule were evidently at a loss to find in it either principle or reason. The rules in force in other maritime countries are succinctly set out at the end of the chapter, and it is worthy of notice that countries whose interests are inimical have different rules. For example, in Germany if both ships are in fault, neither can recover; whilst in France the loss is apportioned according to the degree of fault in each ship. Holland and Belgium have different rules—Holland following the German rule, Belgium the French. The Spanish rule is different to the Portuguese. In Turkey the loss is divided according to the values of the ships, and in Russia neither vessel can recover.

In the appendix will be found the local rules of the road which are enforced in some of the ports round our coasts, and it is to be regretted that these have not been made complete by including the rules enforced within our dockyard ports.

Not only to lawyers will this carefully-prepared book prove invaluable, but seamen will find the explanations of the rules of the road of great assistance in helping them to more clearly understand the rules which so often govern the safety of life and property on the high seas.

CONVEYANCING.

THE STUDENT'S CONVEYANCING: BEING SPECIALLY INTENDED FOR THE USE OF CANDIDATES AT THE FINAL AND HONOURS EXAMINATION OF THE LAW SOCIETY. FIFTH EDITION. By ALBERT GIBSON and ARTHUR WELDON. The "Law Notes" Publishing Offices.

The preface to this edition states that the work, although originally written for students, is now largely used and relied on by practitioners, and we can quite understand that its sphere should have been thus extended. In a practical manner it goes through the leading points incident to the various transactions in which the conveyancer is engaged—sales, mortgages, leases, settlements, and wills—and in each the matters which require attention are clearly explained. For the student to take full advantage of the book it is necessary that he should use it in the course of actual professional work. Apart from such assistance, the details, we should imagine, are too numerous to be successfully grappled with. But if he uses it in this manner he will find it a reliable guide, and he will not be likely to bid farewell to it when he has passed his examination. The chapter on Abstracts of Title, in particular, is full of information on the points which are likely to arise in that connection, and under the head of Bills of Sale (pp. 314, 315) a convenient list is given of the special clauses and other matters which are permissible in these securities. On such points as constructive notice and assignments of equitable interests in trust funds, upon which *Bailey* v. *Barnes* (42 W. R. 66; 1894, 1 Ch. 25) and *Ward* v. *Duncombe* (42 W. R. 59; 1893, A. C. 369) are referred to as recent authorities, the cases are neatly grouped and their practical effect usefully stated. The editors have successfully brought the work up to date.

THE MERCHANT SHIPPING ACTS.

THE MERCHANT SHIPPING ACTS, 1894-1897. WITH NOTES, APPENDICES, AND INDEX. SECOND EDITION. By JAMES DUNDAS WHITE, M.A., LL.M., Barrister-at-Law. Eyre & Spottiswoode.

That Mr. Dundas White, at this early date, has had to publish a second edition of his book on the Merchant Shipping Acts shews that the book has proved of use not only to lawyers but also to the mercantile community. This new edition is revised and brought down to the end of August last. It includes much new matter, among which may be mentioned the Derelict Vessels (Report) Act, 1896. This Act makes it compulsory for commanders of ships to give to Lloyd's agents such information as they possess of the position of any floating derelict on the high seas. The volume also contains the Merchant Shipping Act, 1897, relating to the undermanning of ships, the new regulations for preventing collisions at sea, and many Orders in Council dealing with maritime matters. The book is carefully arranged and—what is so necessary in a work of this description—an ample index has been provided.

BOOKS RECEIVED.

The Practitioner's Probate Manual. Containing Instructions as to Procedure in obtaining Grants of Probate and Administration. With the Rules, Orders, and Fees, and Full Directions as to the Payment of Probate and Estate Duty. Seventh Edition. Waterlow & Sons (Limited).

Browne and Powles' Law and Practice in Divorce and Matrimonial Causes. Sixth Edition. By L. D. POWLES, Esq., Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

Commentaries on the Law of Trusts and Trustees, as Administered in England and in the United States of America. By CHARLES FISK

BEACH, Counsellor-at-Law. In Two Volumes. R. James Berkinshaw.

Conveyancing Costs (Rubinstein's). The Solicitors' Remuneration Act, 1881 (44 & 45 Vict. c. 44), and the General Order made in pursuance thereof. Being a Complete Guide to the Scale of Charges. By WALTER PERKS, Solicitor of the Supreme Court; assisted by J. F. C. BENNETT and F. P. CHARLES, Solicitors of the Supreme Court. Eighth Edition. Revised and Corrected up to date. Waterlow Bros. & Layton (Limited).

The Bills of Sale Acts, with an Epitome of the Law as Affected by the Acts. By HERBERT REED, Q.C. Eleventh Edition. Waterlow Bros. & Layton (Limited).

CORRESPONDENCE.

THE LAND TRANSFER ACT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The article which appeared in the *Times* of Monday last was no doubt inspired in view of the not unnatural objections which are necessarily being raised to the application of this measure to the whole administrative county of London. The details, moreover, were never discussed in either House of Parliament, simply because neither House was prepared to go into details, but had to trust to the representations which were made on the subject by those who were interested in procuring the passage of the measure through Parliament.

Now that the measure has become law, those authorities to whom has been entrusted the power of determining whether they will have it or not are being threatened with the universal application of the measure all over the country if they do not forego the exercise of the powers expressly conferred upon them by the statute, and accept the trial of the experiment in the form in which the authorities require it to be put in force. What was the use of giving county councils the opportunity of saying that they do not consider compulsory registration of title to be desirable, unless they are to deal with the matter on its merits?

But the measure having been passed, although this power has been conferred, it is now proposed to coerce the local authorities by telling them that, if they do not waive their right to consider the question on its merits—except they agree to a trial—then, whether they like it or no, compulsory registration shall be made universal.

Mr. B. G. Lake, in his paper read at the recent provincial meeting, insists that the area for the trial experiment should not be too large, and assumes that the whole county of London is not to be selected. As the matter is presented to the authorities, the proposal is to try the experiment in the whole of the administrative county of London. There is not the slightest reliable or trustworthy guarantee that the trial of the experiment will be confined within reasonable limits, supposing a trial to be decided upon.

I do not pretend to say whether the London County Council will or will not resolve that compulsory legislation is undesirable, but I do earnestly trust and pray that the trial of the experiment may be confined to a reasonable area, which unquestionably the whole of the administrative county of London is not; and I venture energetically to protest against the authorities holding the threat over landowners and others that unless the London County Council agrees to the trial, legislative efforts will be made to make the Bill compulsory throughout the whole of the country.

If the Legislature had not intended the county councils to exercise an intelligent and independent consideration of the question, why was the power to do so conferred upon them? Have the authorities so little confidence in the real merits of the question that they must thus early resort to threats? Surely the measure will bear dispassionate consideration. It is true that one of the most enlightened of the vestries of the metropolis is not in favour of granting the measure a trial. But if the vestry is wrong, the London County Council may be trusted to assert their right and to deal wisely with the question.

This is neither the time nor place to refer to the political aspect of the question, but those who happen to be for the time in office should remember that some consideration is due to those who helped to place them in power, and that an unwise and indiscreet exercise of the r power may be likely to have a disastrous result when the time for the renewal of the trust comes round.

A special responsibility rests upon Mr. B. G. Lake. It is to be hoped that the authorities, having made all the use of him that they wanted to since the passing of the Act, are not now going entirely to throw him over and to reject his counsel. He is not generally deficient in determination, and I heartily trust that, as he considers a trial of the experiment to be desirable, he will use his best exertions to confine the experiment within reasonable limits, and to secure to the London County Council that freedom of action which they are entitled to exercise under the statute without any threat as to what may happen if they do not come to a conclusion acceptable to the Land Registry officials.

For fully thirty years I have been able to deal with my own freehold properties North and South of the Thames, as well as with the properties of others, in all matters relating to the conveyance thereof with ease and celerity. I confess I view, in common with many others, with grave apprehension the delays, difficulties, and expense which will necessarily arise when I am handed over to the tender mercies of the officers of the Land Registry. W. J. FRASER.

2, Soho-square, Dec. 15.

CASES OF THE WEEK.

Court of Appeal.

Re **MASKELYNE BRITISH TYPEWRITER (LIM.), STUART *v.* SAME COMPANY.** No. 2. 8th Dec.

COMPANY — DEBENTURE — POWER TO APPOINT RECEIVER CONFERRED UPON DEBENTURE-HOLDER BY REFERENCE TO CONVEYANCING ACT, 1881—POWER TO BE EXERCISED FOR BENEFIT OF DEBENTURE-HOLDERS — EXERCISE OF POWER, BY DEBENTURE-HOLDER LARGELY INTERESTED IN THE COMPANY, FOR BENEFIT OF COMPANY—JURISDICTION OF COURT TO APPOINT OTHER RECEIVER.

These were appeals from two orders, the one made by Ridley, J., as Vacation Judge, on the 14th of October, 1897, and the other, a consequential order, made by North, J., at chambers, on the 15th of November, 1897. The action was brought by a debenture-holder in the Maskelyne British Typewriter (Limited), suing on behalf of himself and all other holders of debentures of the same series (except the London and Northern Debenture Corporation), and was for the purpose of enforcing the security. Mr. J. M. Maclean, M.P., was chairman of the company, and also of the London and Northern Corporation. The debentures contained certain conditions, of which the following were material. The principal moneys were to become payable if a distress were levied on any of the property of the company and not promptly satisfied, and on demand of payment by the registered holder. At any time after the principal moneys had become due the registered holder might, as if he were a mortgagee within the meaning of the Conveyancing Act, 1881, appoint a receiver or receivers, who should have power to take possession and to carry on the business of the company. The plaintiff was the holder of debentures to the amount of £1,870. In October, 1897, a distress was levied and not satisfied, and before the end of the month the company passed and confirmed a resolution for a voluntary winding up, Akers, the secretary of the company, being appointed liquidator. In October, also, the plaintiff and the corporation demanded payment of their debentures. Payment not being made, the plaintiff commenced this action; and, subsequently, the corporation, under the power in their debentures, appointed a receiver, Akers the secretary, who went into possession. Stuart moved for the appointment of a receiver in the action, and Ridley, J., appointed Akers receiver in the usual way on giving security. Akers, however, did not consent to this order, but relied upon his appointment by the corporation, and he continued in possession without giving security. On the 16th of October Maclean wrote as follows to the company's solicitors: "We were reluctant to use our authority as debenture-holders until we were forced to do so by Mr. Stuart, and have only interfered in order to protect our interests as the largest shareholders in the company. These interests are the same as those of the whole body of shareholders. I hope it may still be possible for us to save the concern." In November, 1897, an order was made to continue the winding up under the supervision of the court, and another liquidator was appointed. On the 15th of November, Akers not having given security, North, J., on a summons taken out by the plaintiff, appointed one W. F. Marreco receiver and manager on giving security. The corporation appealed against the orders made by Ridley J., and North, J.

THE COURT (LINDLEY, M.R., and CHITTY and VAUGHAN WILLIAMS, L.JJ.) dismissed the appeal.

LINDLEY, M.R., said: In this case it appears to me that the whole question turns upon the admissibility in evidence of the letter of the 16th of October, 1897, and upon the true inference to be drawn from that. It is necessary, therefore, to say a few words about what I will call the bargain between the parties, by which term I mean the debenture-holders themselves as well as the mortgagor company. The mortgagor company wished to borrow money, and for that purpose issued debentures to (amongst others) the London and Northern Corporation. By the terms of the debentures the corporation has now the right to appoint a receiver, and as between the corporation and the mortgagor there is nothing more to be said. But we have also to consider on whose behalf the power of appointing ought to be exercised. That power was not conferred for their own exclusive benefit, for it is part of the bargain between the parties that the whole issue shall rank *pari passu*. Therefore the right for which the corporation stipulated is a right which they are bound, as between themselves and the other debenture-holders, to exercise for the benefit of the whole of the debenture-holders. They were trustees for themselves and the other debenture-holders. That is the peculiarity of this case—that there is a quarrel between the corporation and the other debenture-holders. The plaintiff is the holder of some debentures, and he says that although the corporation have a right to appoint a receiver—a right which it would be extremely difficult for the mortgagors to control—yet they

must exercise that right for the benefit of all the debenture-holders, and not for the benefit of the mortgagor company, or for their own benefit as holders of shares in that company. That case, I think, is unanswerable in point of law. If the plaintiff makes out his allegations he can call upon the court to interfere, for in a controversy like this the court, beyond all question, has jurisdiction. What we are asked to do is not contrary to the bargain between the parties; quite the reverse. It is enforcing that bargain. The plaintiff is justified, if he can make out that case, in coming to the court and asking it to control the corporation in the exercise of their power of appointing a receiver so as to secure the carrying out of the bargain between him and the other debenture-holders, on whose behalf he sues, and the corporation. The plaintiff alleges that the corporation is really presided over by Maclean, who, he says, is their chairman, and their manager and agent in these litigations. I think there is evidence of that if you read Maclean's two affidavits together. I find that he is the person who is acting for the corporation in these proceedings and giving instructions on their behalf. He is, therefore, their agent for such purposes. Now, we find Maclean writing to the solicitors of the company a very extraordinary letter, dated the 16th of October, 1897, two days after the corporation had, pursuant to the power conferred by the debentures, appointed Akers receiver. The meaning of that letter clearly is that the corporation had made the appointment, not to protect their co-debenture-holders, but to protect their own interests as the largest shareholders. The language convinces me that it had been done, not in the interest of the debenture-holders at all, but in the hope that it might still be possible to save the company. Now, I regret that Mr. Maclean, who is abroad, has not had an opportunity of commenting upon that letter. We can only act upon the evidence before us, and on that evidence I think the plaintiff's allegation is absolutely made out. If so, it is not only within our jurisdiction, but it is certainly right and proper for us to hold that, since the corporation have exercised their power, not for the purpose of protecting the interest of the debenture-holders, but for a purpose adverse to that interest, it is competent for the plaintiff to apply for the appointment of another receiver. I think this is a case in which it is proper for the court to exercise its jurisdiction and protect the plaintiff by appointing the receiver so asked for.

CHITTY and VAUGHAN WILLIAMS, L.JJ., delivered judgment to the same effect.—COUNSEL, *Vernon Smith*, Q.C., and *W. F. Hamilton*; *Swinfen Eady*, Q.C., and *F. Whinney*. SOLICITORS, *Baker, Blaker, & Hawes*; *Chester & Co.*

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

Re **STEVENS, COOKE** *v.* **STEVENS.** No. 2. 9th, 10th, 11th Nov.; 9th Dec.

EXECUTOR—ACTING BEFORE PROBATE—DELAY IN PROVING WILL—RECOVERING OUTSTANDING ASSETS—WILFUL DEFAULT.

Appeal from a decision of North, J. (reported 45 W. R. 284; 1897, 1 Ch. 422). Gardner Christopher Stevens made his will on the 12th of February, 1880, and appointed Charles Frederick Stevens, Matthew Sallitt Emerson, and John Sewell executors. The testator died on the 23rd of December, 1882, and the will was proved by C. F. Stevens alone on the 15th of October, 1889. The testator was entitled to a policy of £676 in the Scottish Widows' Assurance Office payable on the 21st of March, 1883. This sum was paid on the 18th of November, 1889, with £45 1s. 4d. interest at the rate of 1 per cent. from the 21st of March, 1883, to the 21st of November, 1889. The policy was mortgaged to the testator's bankers, Messrs. Gurney, as security, and was in their possession at the time of his death. Meanwhile interest at the rate of 5 per cent. was paid upon the mortgage debt due by the testator, and the difference in interest thus paid and received was £157 14s. 8d. Emerson was a solicitor and denied that he had acted as an executor, but he had acted as solicitor for Stevens, who subsequently proved the will with regard to certain actions against the estate of the testator. All the three executors named in the will wrote a letter to the Scottish Widows' Assurance Society on the 28th of July, 1883, requesting that the policy moneys might be paid to Messrs. Gurney, being creditors of the testator, but the society declined to make the payment until probate was taken out. The action was brought by one of the residuary legatees asking for an administration decree against both Stevens and Emerson upon the footing of wilful default. North, J., directed the ordinary accounts to be taken against both the defendant executors, but declined to make any order on the footing of wilful default. The residuary legatee appealed.

THE COURT (LINDLEY, M.R., and CHITTY, and VAUGHAN WILLIAMS, L.JJ.) dismissed the appeal.

Dec. 9.—LINDLEY, M.R.—In this case a residuary legatee has brought an action against his testator's executors seeking not only the ordinary accounts of their receipts and payments, but also an account against them on the footing of wilful default. So far as the plaintiff seeks to charge them with wilful default the action has been dismissed with costs, and from this decision the plaintiff has appealed. The testator's assets got in by the executors are said not to be sufficient to pay his debts. Hence the importance of the case to the plaintiff. Two acts of wilful default are relied upon and have to be considered. The first is that the executors omitted to get in a debt alleged to have been due to the testator at his death from a person named Clarke. The facts as to this are complicated and the pleadings are somewhat embarrassing. But, having regard to the mode in which this part of the case was dealt with in the court below, it would be unjust to the defendants to treat the pleadings as admitting that there was such a debt, and so far as evidence goes no such debt was proved either before North, J., or before us. The next act of wilful default charged was the omission on the part of the executors to enable a secured creditor of the testator to realize his security sooner than he did. The consequence of this omission was that the testator's estate has been diminished by the amount of interest which would have been saved if the security had been realized sooner. The security was a policy for £676 on the testator's life; he had deposited it with other documents of value with his bankers, and at his death there was due to them on those securities £1,700 odd. The policy was pledged for much more than it was worth. If the executors had in their hands assets sufficient to pay the debts of the deceased, including the debt due to the bankers, the executors ought to have paid the bankers off; and if, instead of doing this, they kept assets in their hands and allowed interest to run up against the estate, and ultimately had to pay more than they would have had to pay if they had not delayed paying the bankers the amount due to them, the executors would have been guilty of a *devastavit*, and would be disallowed the interest thus unnecessarily paid by them. The policy was not assigned to the bankers, and they could not give a valid receipt for the policy moneys without the concurrence of the executors. Moreover, the insurance office which had to pay the policy would not pay the bankers, even with the concurrence of the executors, until the testator's will had been proved. For some reason or other the executors did not wish to prove it, and although eventually one of them did prove the will, the other has not proved it yet. As soon as the will was proved the bankers, or, rather, a person to whom they had assigned their debt and their policy, obtained the policy moneys, with the assistance of the executor who had proved, and the debt was reduced by the amount received from the insurance office. It must not be overlooked that although the executors' accounts have not yet been certified, they have been fully investigated, and there is no proof even now that the executors did wrong in not paying off the bankers and so reducing the policy and getting in the asset which it represented. In the absence, however, of such evidence I am unable to see how a case of wilful default can be established. If debts are paid in the wrong order to the detriment of the creditor the executor is of course answerable. The payment would be disallowed in taking the account of the receipts and payments. But the payment of debts even in a wrong order is not a wrong entitling a legatee to relief, nor does such payment amount to wilful default; and it is wilful default which we have to consider here. It is urged that it is the duty of an executor to prevent any loss to his testator's estate which it is in his power to prevent. But this proposition is far too wide, as is shown *inter alia* by *Turner* v. *Turner* (1 Jac. & W. 39), in which it was held that an executor's right of paying one creditor before another justified him as against a legatee in paying even a simple contract debt not bearing interest in preference to a specialty debt bearing interest, although the estate was diminished by the additional interest which had ultimately to be borne. A wrongful payment is one thing, and can be set right by disallowing it when the executor brings in his account. But if it is sought to charge him with loss attributable to some other breach of duty, call it wilful default or by any other name, such breach of duty must be proved, and if no sufficient proof or even *primâ facie* evidence of it is given it is not right to insert in the judgment any declaration of liability, or even an inquiry as to liability based upon such supposed breach of duty. In the present case no evidence of any such breach of duty has been given, and the attempt to charge the executors with more than they have received has failed. Whether any payment, by which the executors seek to discharge themselves, ought or ought not to be disallowed must be decided hereafter. That question is not before us now. This appeal fails, and must be dismissed with costs. I have preferred to base my judgment on the above ground rather than to investigate the question whether executors who delay proving their testator's will can be rendered liable for losses which they could have avoided if they had proved it earlier. In the present case the will has been proved by one of the defendants, and the court, therefore, has the probate before it. The probate shows that both defendants are appointed executors by the will, and it is proved that both of them have accepted the office of executor by acting in the administration of the testator's estate. Under these circumstances I fail to see upon what principle they can derive any benefit from delaying to obtain probate. It appears to me that, having accepted office, they ought to be treated as executors as from that time, and not simply as executors *de son tort*, as their counsel contended. It is unnecessary, however, to pursue this inquiry. The appeal must be dismissed with costs.

CHITTY, L.J.—North, J., has dismissed the action so far as it claims relief, on the footing of wilful default, and has made against both the defendants, Stevens and Emerson, as executors, the common decree under which they have to account for assets received. The will was not proved until 1889, nearly seven years after the testator's death, when probate was obtained by Stevens alone. The probate shews that Emerson also was appointed executor. North, J., has held that he accepted the office by intermeddling with the assets in 1883. There is no appeal from this part of the judgment. The statement of claim raised several cases of *devastavit* or of wilful default against the executors; but the appeal is confined to two. The first is the case of Clarke, an alleged debtor, which may be disposed of in a few words. The plaintiff, who is one of several residuary legatees, failed to prove that there was any debt owing by Clarke. Proof of the debt is the foundation of a wilful default decree. When the debt is proved the burden is thrown on the executor to shew why he did not get it in: *Styles* v. *Guy* (1 Mac. & G. 422) and *Re Brogden*, *Billing* v. *Brogden* (37 W. R. 84, 38 Ch. D. 546). I am satisfied by the judge's notes and the statements of counsel that, although the £4,000 promissory notes given by Clarke to the testator were mentioned, the only substantial contest before North, J., was confined to the £395. The evidence put in, consisting of the agreement and the valuation, coupled with the admission that notes for £4,000 only were taken, and the fact that Clarke was in court and could have been called by the plaintiff, all went to shew that the £395 was not owing at the testator's death. The inference was that that sum had been paid or satisfied in the testator's lifetime,

The other case relates to the policy for £676, which became payable in March, 1883. This policy was mortgaged by the testator with other securities for an amount far exceeding the sum recoverable under the policy. The mortgage, which was held by the testator's bankers, was effected by a deposit of the policy and a memorandum. As there was no assignment of the policy within the Policies of Insurance Act, 1867, the bankers could not sue the insurance office. The right of action at law remained vested in the executors. But inasmuch as the policy was equitably mortgaged for an amount in excess of its value, the executors, assuming they had proved the will, could not have sued for or recovered the policy moneys or any part of them. They were not entitled to receive the moneys without the consent of the mortgagees, and there is no evidence or even suggestion that the mortgagees would have consented to the receipt of the moneys by the executors. The only proceedings which they could have taken against the bankers or their assignees, Mann, was an action to redeem in which they might have joined the insurance office as defendants. The result appears to be this; the executors could not be charged under what is termed a wilful default decree. Under such a decree the executors are charged with what they have received or might have received but for their wilful default or neglect. But the case does not rest here. If on the facts proved a case of *devastavit* by negligence is established other than what is technically termed wilful default, the court ought to make the proper declaration against the executors. The loss alleged is the difference between the interest allowed by the insurance office and the interest which the mortgage debt carried, a difference of 4 per cent. The charge made by the plaintiff's pleading is not merely for wilful default, it is also for a *devastavit*. I pause for a moment to say that on taking the common account of their receipts, executors can properly be and are often charged with a *devastavit* arising on the accounts themselves. On taking the account they stand charged with their receipts; and if they seek to discharge themselves by unlawful payments their discharge is disallowed. Further, if on taking the accounts it appears that the executors have improperly retained balances in their own hands, they are liable to be charged interest on the balances, although no such charge is raised on the pleadings. For this purpose an additional inquiry is generally directed. The charge of interest, when it is made by the court, rests upon the foundation of a *devastavit*. Where a charge of the nature now under consideration is made by the pleadings, the general rule is that it ought to be disposed of at the trial (see *Smith* v. *Armitage*, 24 Ch. D. 727, 31 W. R. Dig. 78). But the rule is not universal, and there may be, and are, cases where it would be proper to direct an inquiry. The plaintiffs' counsel on this appeal ask for a declaration of liability, or, in the alternative, for an inquiry. Now, in this case there is the fact that an order for administration against Stevens alone had been made at the instance of another residuary legatee. The accounts had been taken and were ready for the chief clerk's certificate, but no certificate had been made. North, J., stayed all further proceedings under that order with liberty to adopt the proceedings under it in this action. It is plain that the numerous charges in the plaintiff's pleadings in this action are in great measure founded upon a knowledge of the accounts in the former action. The charge against the executors resolves itself into a charge that they were answerable to the plaintiff and other the residuary legatees for loss arising from their negligence in not paying off sooner than they did the interest-bearing debt secured by the mortgage. This charge does not appear to me to rest upon the question whether it was their duty to have proved the will sooner than they did. I will assume that they cannot set up their delay in proving the will as a defence, and that they stand in the same position as if they had both proved the will in 1883, when, by intermeddling, they accepted the office. But to make good the proposition that the executors are liable for not paying off the mortgage, or in other words for not redeeming it, it is incumbent on the plaintiff to shew that the executors had assets which they were bound to apply in redemption of the mortgage. I say "bound to apply" advisedly, because here there comes in the right of an executor to prefer one creditor to another of the same degree at any time before a decree for administration is made by a court of equity. Some few years ago an attempt was made to interfere with this right by appointing a receiver; but it is now established that a receiver ought not to be appointed merely for the purpose of depriving the executor of his right of preference. It suffices to refer on this point to Stirling, J.'s, decision in *Re Wells, Molony* v. *Brooke* (39 W. R. 139, 45 Ch. D. 569), where the authorities are cited and dealt with. Where an executor has assets in his hands which he ought to apply in payment of an interest-bearing debt he is liable for the loss to the estate occasioned by his unjustifiable neglect and delay in paying the debt (see *Norman* v. *Dee, Administrator of Everad*, 2 Lev. 40). But he is not liable for loss accruing to the estate by reason of his paying, in exercise of his right to prefer, a non-interest-bearing debt before an interest-bearing debt. This is established by *Turner* v. *Turner* (1 J. & W. 39) and by *Robinson* v. *Cumming* (2 Atk. 409), where the executor's claim for fifteen years' interest on his own interest-bearing debt was allowed. The plaintiff has not proved or attempted to prove that the executors had at any time before the actual payment of the mortgage debt assets in hand sufficient for its payment, much less that they had assets which they were bound so to apply. There is not even an allegation to any such effect in the plaintiffs' statement of claim. For these reasons I think that no declaration of the executors' liability ought to be made, and on the facts that no sufficient ground has been shewn for granting an enquiry. It will be observed that I have not rested my judgment on any supposed duty of the executors to obtain probate. It may be that their delay in obtaining probate would not afford any defence to a charge of wilful default or of negligence for which otherwise they were accountable. My opinion is that it would not. It is plain that the mortgagees, being creditors, and that any of the residuary legatees could have cited them to take or refuse probate. It would seem that this is the only remedy against executors for not taking out probate.

VAUGHAN WILLIAMS, L.J., gave judgment to the same effect. Appeal dismissed.—COUNSEL, *Butcher*, Q.C., and *Method*; *Swinfen Eady*, Q.C., and *Christopher James*. SOLICITORS, *S. S. Seal*, for *Stevenson*, Darlington; *White & Co.*, for *Emerson*, Norwich.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

High Court—Chancery Division.

BOORD v. AFRICAN CONSOLIDATED LAND CO. North, J. 10th Dec.

COMPANY—REGISTER—INSPECTION—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), s. 32.

This was a motion by two shareholders in the defendant company asking for an injunction restraining the company from refusing to allow them to inspect the register and take copies of it. The plaintiff's shares had been forfeited by the company. The names of shareholders whose shares purported to be forfeited had a red line drawn through them, but the company contended that the name, although still able to be read, did not form part of the register. *Holland* v. *Dixon* (37 Ch. D. 669), *Mutter* v. *Eastern and Midland Railway Co.* (38 Ch. D. 92), and *Nelson* v. *Anglo-American Land Mortgage Co.* (1897, 1 Ch. 130) were cited in support of the plaintiffs' application. The company denied the right of the plaintiffs to take copies, and said that, as their shares had been forfeited, they had ceased to be shareholders.

NORTH, J.—The present application is that the company may be restrained by injunction from preventing the plaintiffs at reasonable times inspecting and taking extracts from the register. The case is, in my opinion, covered by authority. Where there is power to inspect the register there is power to take copies. *Holland* v. *Dixon* and *Mutter* v. *Eastern and Midland Railway Co.* are clear authorities, unless there is a distinction, because this is an application section 32 of the Companies Act, 1862. It is said as the plaintiffs can have a copy if they pay the company for it, their right to take copies is excluded. In my opinion the power to call on the company to give copies is an additional privilege, the plaintiffs can take notes as well as call on the company to give them copies, and the right to inspection is clear. The plaintiffs must have the costs of the motion in any event. COUNSEL, *Swinfen Eady*, Q.C.; *Stewart Smith*; *Vernon Smith*, Q.C.; *W. Higgins*. SOLICITORS, *Wyatt, Digby, & Co.*; *Burgoyne, Watts, & Co.*

[Reported by G. B. HAMILTON, Barrister-at-Law.]

***Re* TOMLINSON, TOMLINSON *v.* ANDREW.** Kekewich, J. 14th Dec.

WILL—LEASEHOLDS—LEGAL TENANT FOR LIFE—LIABILITY FOR RENT AND REPAIRS—TENANT FOR LIFE AND REMAINDERMAN.

By his will dated the 19th of January, 1891, Charles Tomlinson gave and bequeathed to his niece Mary Tomlinson (*inter alia*) the house in which he then resided, being No. 7, North-road, Highgate, for the term of her natural life "and after her death to go to George Andrew and his wife, my niece, Mary Andrew, for their benefit and that of their family of children." In a letter to the said Mary Tomlinson dated the 20th of June, 1894, which was admitted to probate as a codicil to the said will, the testater wrote as follows: "I leave you in absolute possession of the house and furniture and monetary residue for the remainder of your life." The house referred to was a leasehold house held by the testator under an indenture of lease dated the 28th of December, 1867, for the term of ninety years from the 25th of December, 1867, at a yearly rent of £10. The lease contained the usual covenants by the lessee to pay the rent, rates, and taxes, to insure, keep in repair, and paint, and to deliver up at the end of the term in good and substantial repair. Neither the will nor codicil contained any provisions relating to the house other than those above stated. The testator did not appoint trustees of his will. The testator died on the 15th of February, 1897, and his will and codicil were duly proved. This was a summons taken out by his executrix, the said Mary Tomlinson, for the determination (*inter alia*) of the following question—viz., whether upon the true construction of the will and codicil the plaintiff Mary Tomlinson was liable to pay the rent reserved by, and perform the covenants by the lessee contained in, the said lease under which the said house was held, or by whom the same ought to be paid and performed. On behalf of the plaintiff it was argued that the tenant for life was entitled to enjoy the house free from liability on the covenants, and the following cases were referred to: *Re Courtier* (35 W. R. 85, 34 Ch. D. 136), *Re Baring* (41 W. R. 87; 1893, 1 Ch. 61), and *Re Redding* (45 W. R. 457; 1897, 1 Ch. 876); *Hickling* v. *Boyer* (3 Mac. & G. 635), and *Re Hotchkys* (34 W. R. 569, 32 Ch. D. 408).

KEKEWICH, J.—This case differs from the cases cited in that here we have a direct gift to the beneficiary. It has been argued that this being a direct gift must be a gift *cum onere*, and all the more so because there are no trustees. The answer to that is, to my mind, that this being a lease of the testator's, he is liable to perform the covenants of the lease, and this liability is a burden on his estate, and his executors are bound to discharge it and to see that it is discharged. The executors would be liable in an action on the covenants, and if they are, there is no substance in the argument that they cannot enter upon the property to do the repairs; they are entitled to say to the tenant for life that they must come on to the property to do them. I think I am bound to adhere to the view I took in *Re Baring* of *Re Courtier*, and to decide this question on the general law. A case before Lord Truro has been referred to, but I do

not criticise that case, because I am bound to follow *Re Courtier*, which I must take as my guide; therefore, I think that the plaintiff is not under any liability in respect of the rents and covenants of the lease.—Counsel, *Cann; Henry Terrell*, Q.C., and *Oswald*. Solicitors, *Charles Sawbridge & Son*.

[Reported by R. J. A. Morrison, Barrister-at-Law.]

THE LEEDS AND HANLEY THEATRE OF VARIETIES (LIM.) v. BROADBENT. Kekewich, J. 10th Dec.

Mortgage—Punctual Payment of Interest—Payment within Reasonable Time—Injunction restraining Sale.

This was a motion for an injunction to restrain the defendants from selling or advertising for sale certain premises comprised in an indenture of mortgage dated the 15th of February, 1897, and made between the plaintiffs of the one part and the defendants of the other part. The facts were shortly as follows: In February, 1897, the defendants sold "The Empire" theatre at Hanley to the plaintiffs, and by the above mentioned mortgage the plaintiffs mortgaged the same to the defendants to secure £7,000 and interest at £5 per cent. There was a clause in the mortgage deed to the effect that the principal money should not be called in for a period of three years if in the meantime every half-yearly payment of interest should be punctually paid. The first half-yearly payment of interest fell due on the 15th of August, 1897, and on the 16th of August the defendant Broadbent, not having received a cheque, wrote to the secretary of the plaintiff company asking for immediate payment. The secretary replied stating that he would submit the matter to the next board meeting. Broadbent was not satisfied and wrote again on the 20th of August giving notice that he called in the principal money at the end of three months. The receipt of this letter was acknowledged by the secretary, but as no cheque was forthcoming, Broadbent telegraphed to the secretary threatening to issue a writ unless the interest due was remitted on that day. Thereupon a cheque was received by Broadbent from a third party who had no standing in the plaintiff company, and who subsequently, on the 22nd of September, wrote to Broadbent to know if he intended to act upon his notice to the company. Broadbent replied that such was his intention. On the 15th of November the solicitor to the company wrote to Broadbent disputing the validity of his notice, and on the 22nd issued the writ in the present action claiming a declaration that the defendants were not entitled to require payment of the principal moneys under the mortgage deed.

Kekewich, J., held that in the circumstances punctual payment must be taken to mean payment within a reasonable time, that in his opinion the plaintiff company had procured the payment within a reasonable time, and that they were entitled to the injunction.—Counsel, *Warrington*, Q.C., and *Church; Bramwell Davis*, Q.C., and *A. J. Allen*. Solicitors, *George B. W. Digby; Goodale & Hobson*, for *Butterworth, Rose & Morrison*, Swindon.

[Reported by R. J. A. Morrison, Barrister-at-Law.]

Re **WILCOCK, KAY v. DEWHIRST.** Romer, J. 12th, 20th Nov.; 4th Dec.

Will—Absolute Gift—Share settled by Codicil "Instead of Gift" in Will—No Revocation.

Adjourned summons. David Wilcock, by his will, dated the 10th of October, 1840, gave and bequeathed all his personal estate not otherwise disposed of unto his two daughters, S. and H., share and share alike, and further directed that each of his said two daughters should have and be paid £1,000 on their respective days of marriage, part of their respective shares. By a codicil the testator proceeded to revoke the gifts of £1,000, and "instead of such bequests in the manner expressed in my said will to such daughters absolutely," directed his executors to hold his personal estate on trust for sale and conversion and pay one moiety of the income of the proceeds to each daughter respectively, and upon their respective deaths to hold one moiety of the fund on trust for the children of the one so dying as she should by deed or will appoint, and in default among such children equally. There was no gift over in the event of either daughter dying without issue. H., a daughter, died a widow without ever having had issue, and the question was whether there was an intestacy as to the moiety which had been given to her absolutely by the will, but in which under the codicil she only took a life interest.

Romer, J., said, after considerable doubt, he had come to the conclusion that there was no intestacy as to the daughters' share in question. The principles governing the case were—first, that referred to by Lord Cairns in *Kellett* v. *Kellett* (L. R. 3 H. L. 160), where he said: "The principle is perfectly clear that where you have a distinct disposition made by a will, that disposition cannot be revoked by a codicil except through the medium and use of words equally clear and distinct." The other principle was that pointed out by Lord Cottenham in *Lassence* v. *Tierney* (1 Mac. & G. 551), that "If a testator leaves a legacy absolutely as regards his estate, but restricts the mode of the legatees' enjoyment of it to secure certain objects for the benefit of the legatee, upon failure of such objects the absolute gift prevails." In his lordship's opinion the words in the codicil, "instead of such bequests in the manner expressed in my said will to such daughter absolutely" were meant to point, not a total substitution of the new gift for the old, but merely to a modification of the old gift, and that the same meaning should be given to the word "instead" as was given in *Doe d. Murch* v. *Marchant* (6 M. & G. 813). On these grounds his lordship held that there was no intestacy.—Counsel, *H. Greenwood; Farwell*, Q.C., and *Pattullo; Neville*, Q.C., and *E. F. Spencer; Levett*, Q.C., and *Mark Romer*. Solicitors, *Windybank, Samuell, & Behrend*, for *Simpson & Denham*, Leeds; *R. H. Behrend; Ince, Colt, & Ince*, for *Carter, Atkinson, & Bentley*, Pontefract.

[Reported by Ralegh B. Phillpotts, Barrister-at-Law.]

Winding-up Cases.

BARTLETT v. MAYFAIR PROPERTY CO. (LIM.) 9th and 10th Nov.

Company—Winding-up—Debentures—Charge on Uncalled Capital—Companies Act, 1879 (42 & 43 Vict. c. 76), s. 5.

The Mayfair Property Co. (Limited) was registered in August, 1892, with a capital of £50,000 divided into 5,000 shares of £10 each. The memorandum and articles of association authorized a charge being made on uncalled capital. On the 12th of September, 1892, the following special resolution was passed: "That such portion of the company's capital as consists of £5 per share remaining uncalled upon all the ordinary shares of the company shall not be capable of being called up, except in the event of and for the purposes of the company being wound up in accordance with the provisions of the Companies Act, 1879." The section of the Act referred to which applies to a limited company is as follows: "A limited company may by a special resolution declare that any portion of its capital which has not already been called up shall not be capable of being called up, except in the event of and for the purposes of the company being wound up." The resolution was confirmed on the 12th of October, 1892. In June, 1894, the company issued mortgage debentures puporting to charge all its property whatsoever and wheresoever, both present and future, including its uncalled capital for the time being. This action was commenced in August, 1896, on behalf of the debenture-holders and a receiver was appointed. A compulsory winding-up order was made against the company about the same time. The question at issue was whether the mortgage debentures were a first charge on this unpaid capital, which had been called up by the liquidator in the winding-up, or whether the special resolution in 1892 and section 5 of the Companies Act, 1879, prevented the uncalled capital of £5 per share being charged by the debentures.

Wright, J., held that *primâ facie* the language of the section meant what it said, it created a statutory inability to call up capital except for winding-up, and that, therefore, these mortgage debentures were not a first charge on the uncalled capital.—Counsel, *R. F. Norton* (*Swinfen Eady*, Q.C., with him); *Farwell*, Q.C., and *G. Henderson*. Solicitors, *Munns & London; Mackrell, Maton, Godlee, & Quincey*.

[Reported by C. W. Mead, Barrister-at-Law.]

High Court—Queen's Bench Division.

LONDON COUNTY COUNCIL v. DAVIS; THE SAME v. ROWTON HOUSES (LIM.). Div. Court. 9th Dec.

Metropolis—New Buildings—Dwelling-house to be Inhabited or Adapted to be Inhabited by Persons of the Working Class—London Building Act, 1894 (57 & 58 Vict. c. ccxiii.), s. 13.

Cases stated by metropolitan police magistrates. The question in each case was whether the respondents were bound to set back their buildings as required by section 13 of the London Building Act, 1894. That section prohibits the erection of new buildings within a prescribed distance of the centre of the roadway of a street, being a highway; sub-section (5) contains an exception in favour of buildings to be erected upon the site of buildings existing at the commencement of the Act or within seven years previously in cases where plans of such old buildings have been submitted to and certified by the district surveyor; but upon the exception there follows the proviso that "no dwelling-house to be inhabited or adapted to be inhabited by persons of the working class shall, without the consent of the council, be erected or re-erected within the prescribed distance to a height exceeding the distance of the front or nearest external wall of such building from the opposite side of such street, and that no building or structure shall be converted into such dwelling-house within the prescribed distance so as to exceed such height." In *Davis's case* there existed, before the commencement of the Act, upon a piece of land fronting on a street which was a highway, a row of shops with living rooms behind and on the upper floors; these were within the prescribed distance from the centre of the roadway. In 1895 Davis submitted plans of the old buildings to the district surveyor, and these were duly certified by him under section 13 (5); he also gave notice of his intention to erect on the site new buildings described as "domestic buildings, to be used as shops and dwelling-houses." The new buildings were erected and did not extend beyond the site or the frontage line of the old buildings. The county council required him to set back one of the new buildings. Davis had let the whole building to a working clockmaker, and the upper rooms, which were fitted up as living rooms, were sub-let by Davis's tenant to three cabinet-makers, who lived there with their families. The question was whether the building was "to be inhabited or adapted to be inhabited by persons of the working class." The magistrate dismissed the summons of the county council, holding that "to be inhabited" meant "intended at the time of erection to be inhabited," and that "adapted" meant "specially constructed or arranged," and that under the circumstances stated the building did not fall within the proviso to section 13 (5), above set out. In the case of *Rowton Houses (Limited)* the new building complained of occupied the site (and no more) of thirteen old dwelling-houses existing within the prescribed distance at the commencement of the Act; plans of the old buildings were submitted and certified as in *Davis's case*, and the new building was described in the notice as "a public building to be used as a lodging-house for men." It was adapted to provide board and lodging for single men at a cheap rate by the night or week, and had sleeping accommodation for about 800 men, and the cubical contents exceeded 25,000 cubic feet. The magistrate found that

the building was adapted to be inhabited by persons of the working class, although it was not exclusively reserved for or used by persons of that class, and that it was properly described as a poor man's hotel, and that it was a "public building" within the definition in section 5 (27), and not a "dwelling-house" within the definition in section 5 (25) or within section 13 (5); he therefore dismissed the summons. The county council appealed in both cases.

THE COURT (HAWKINS and CHANNELL, J.J.) dismissed both appeals.

HAWKINS, J., after referring to the facts in *Davis's case*, said: The real question is what is the meaning of the words "to be inhabited or adapted to be inhabited by persons of the working class." I think that the words "to be inhabited" mean "intended to be inhabited"—viz., so intended by the person who erects the dwelling-house; if the person who erects the house intends it to be inhabited by persons of this class the case would come exactly within the terms of the proviso. Then the words "adapted to be inhabited" I take to mean "structurally adapted to be inhabited," and nothing more. In this case there is nothing to shew that when the house was built it was either intended or structurally adapted to be inhabited by persons of the working class. It was said that the manner in which the house was actually used was evidence of the intention with which it was built. I agree that if it be shewn that a house was at the time of its erection specially adapted to be used in a particular way and that it was afterwards actually so used, that would be a strong case as to the intention. But here I do not think there was evidence on which the magistrate was bound to find that this house was built with the intention that it should be inhabited, or even that it was in fact inhabited, by persons of the working class. There was no special adaptation for inhabitation by any particular class; it is simply a shop with the upper floors utilized in the ordinary manner. In the case of *Rowton Houses* the county council took the view that, though it was a case in which their consent ought to be given if asked for, they must refuse to allow the building to remain unless the respondents would adopt their view of the law and abandon their own and ask for consent. I cannot understand that view. The magistrate has found that this is a poor man's hotel and also that it is a public building, and, therefore, not a dwelling-house within the meaning of the Act. I do not quite agree with this last view. I conceive that a building may be a public building and yet a dwelling-house within the Act. But this does not seem to me to be a building constructed with the intention that it shall be inhabited by persons of the working class; it is built for the accommodation of any class which may choose to use it. I think, therefore, that this appeal also must be dismissed.

CHANNELL, J., said that the point of the main enactment in section 13 (5) was that as to sites occupied at the commencement of the Act the owner was not to have his existing rights taken away. Then the effect of the proviso was that if the owner was going to build a certain class of buildings he was to be subject to some restriction; what was dealt with was the time of the erection of the buildings, not the subsequent user; if there were an improper user of the buildings, that could be dealt with under the Public Health (London) Act, 1891. If the house was built with the intention that it should be inhabited, or so as to be structurally fitted to be inhabited, by the working classes it was within the proviso; the object was to give reasonable air space in localities inhabited by a class of people amongst whom overcrowding was likely to occur. [His lordship then dealt with the facts of each case, and held that in neither case did the building fall within the proviso as interpreted by him.] As to the view taken by the magistrate in the case of *Rowton Houses (Limited)* it was wrong to say that because the definition of "domestic building" included a "dwelling house" and excluded a "public building" therefore a public building could not be a dwelling house; that was a wrong use to make of the interpretation clause. He agreed, however, with the opinion of the magistrate that the building was not a dwelling house to be inhabited or intended to be inhabited by persons of the working class. He also thought that where, as in this case, the building was clearly not within the mischief of the Act a public body ought not to administer the Act harshly and to attempt to force the owners to apply for consent contrary to their view of the law.—COUNSEL, *Horace Avory* and *Daldy; Cripps*, Q.C., and *Marshall Hall; Macmorran*, Q.C., and *Roskill*. SOLICITORS, *W. A. Blaxland; Hanbury, Whitting, & Nicholson; Ashurst, Morris, Crisp, & Co.*

[Reported by T. R. C. DILL, Barrister-at-Law.]

KNOWLES & SON (Appellants) *v.* **SINCLAIR** (Respondent). Div. Court. 9th Dec.

WEIGHTS AND MEASURES—COAL—SALE OF—TICKET GIVEN ON SALE—"CORRECT WEIGHT" OF VEHICLE—WEIGHTS AND MEASURES ACT, 1889 (52 & 53 VICT. c. 21), s. 22 (2).

Case stated by justices for the county of Lancaster. An information was laid by the respondent, an inspector of weights and measures, against the appellants, who are colliery proprietors carrying on business at Little Lever, near Bolton. The information was originally laid under sub-section 1 of section 22 of the Weights and Measures Act, 1889, but at the hearing it was amended into an information under sub-section 2 of that section, and the summons was treated as having been taken out under sub-section 2, for not having stated in the ticket given by the appellants to the purchaser on a sale of coal by the appellants to the purchaser, the correct weight of the vehicle, or of the vehicle and animal drawing it, contrary to the provisions of that sub-section. Section 21 (1) provides: "Where any quantity of coal exceeding two hundredweight is delivered by means of any vehicle to a purchaser, the seller of the coal shall therewith deliver, or cause to be delivered, or to be sent by post or otherwise, to the purchaser or to his servant, before any part of the coal is unloaded, a ticket or note according to the form in the third schedule to this Act, or according to a form to the like effect: (2) if default is made in complying with the requirements of this section with respect to the delivery or sending of a ticket or note, . . . the seller of the coal shall be liable to a fine not exceeding five pounds." Section 22 (1): "Where any quantity of coal exceeding two hundredweight is conveyed for delivery on sale in a vehicle in bulk, the seller of the coal shall cause the weight of the vehicle, as well as of the coal contained therein, to be previously ascertained by a weighing instrument stamped by the inspector, and being on or near to the place from which the coal is brought, and shall from time to time cause the true weight of the vehicle to be marked thereon; (2) in any such case the seller of the coal shall insert or cause to be inserted in the ticket required by this Act to be given by him a statement of the correct weight of the vehicle, or of the vehicle and of the animal drawing it where both are weighed together with the load, as well as of the correct weight of the coal contained in the vehicle," under a fine not exceeding five pounds. Then the form of the ticket in the schedule provides for the weight of the coal and vehicle, and the tare weight of the vehicle. At the hearing before the justices on the 14th of January, a police-constable, who was an assistant to the inspector, was called, and he proved that on the day in question he met the appellants' cart loaded with coal, that he followed it to a house and there saw the coal delivered and a ticket at the same time delivered to the purchaser of the coal by the appellants' carter, which ticket showed the appellants' horse and cart to weigh 29cwts.; that he then took the horse and cart to the weighing machine at the railway station and there caused them to be weighed, when the weight was shewn to be 28cwts., 3grs., or a difference of 28lbs. (in favour of the purchaser) between the weight shown upon the ticket and that registered by the machine at the station; the cart was not weighed apart from the horse. There was no dispute about the facts, which were taken to be as above stated. The justices convicted the appellants of an offence under sub-section 2 of section 22, and fined them in a sum of 20s. and 10s. 6d. costs. The question now was whether the conviction under sub-section 2 was correct. For the appellants it was contended that there was no evidence to support the conviction; that the 2nd sub-section required the correct weight of the vehicle, or of the horse and vehicle, to be inserted in the ticket, and that there was no evidence that this was not done; that the correct weight meant the correct weight, not at the time when the coal was delivered to the purchaser, but at the time the vehicle was weighed before being sent out at or near the place from which the coal was brought. For the respondent it was contended that by "correct weight" in sub-section 2, was meant the correct weight at the time of the delivery of the coal to the purchaser, and as the weight inserted in the ticket was not the correct weight when the coal was delivered to the purchaser, an offence under sub-section 2 was committed, and that the conviction was therefore right.

THE COURT (HAWKINS and CHANNELL, JJ.) allowed the appeal, and quashed the conviction.

HAWKINS, J.—I think this conviction ought to be quashed, and for this reason. The weighing evidently implied in section 21 is a weighing before the coal is sent out, and the section says that a ticket is to be sent according to the form in the schedule, and referring to the schedule we see the form provides for the weight of the coal and vehicle and the tare weight of the vehicle; and the section also provides that the ticket is to be delivered, or is to be sent by post or otherwise, to the purchaser or his servant. Then, reading sections 21 and 22 together, it is clear that the ticket which is to be delivered under section 21 is the ticket which is referred to in section 22, and I am satisfied that there was no intention that there should be two tickets, but that the ticket in which the correct weight of the vehicle is to be stated under section 22 (2) is the ticket provided for in section 21, and I have no doubt that the object was that the weighing of the vehicle should take place before it was sent out "at or near the place from which the coal is brought," and the ticket, with the weight of the vehicle inserted in it, as so ascertained, was to be sent by post or at the option of the seller was to be given to the purchaser at the time. The result of the weighing by the constable was to shew that the purchaser obtained twenty-eight pounds of coal too much. I think the conviction was wrong for the simple reason that there was no evidence at all to support it, and no proof that the ticket was erroneous in any respect. I think, therefore, the conviction ought to be quashed.

CHANNELL, J.—I am of the same opinion. The section in question clearly refers to a previous weighing, and the ticket was to be sent with the result of that previous weighing inserted in it. The expression "correct weight" in sub-section 2 means the correct weight as ascertained at a time previous to the time when the coal is delivered to the purchaser or re-weighed at his request.—COUNSEL, *Willes Chitty; Lochnis*. SOLICITORS, *Sharpe, Parkers, & Co.*, for *Richardson & Marsh*, Bolton; *Rowcliffes, Rawle, & Co.*, for *J. Hall*, Bury.

[Reported by Sir SHERSTON BAKER, Bart., Barrister-at-Law.]

REG. *v.* **WEST.** C.C.R. 11th Dec.

CRIMINAL LAW—CRIMINAL LAW AMENDMENT ACT, 1885 (48 & 49 VICT. c. 69), ss. 5, 17—COMMENCEMENT OF PROSECUTION.

Case stated by Sir Walter Phillimore, Bart., Commissioner of Assize. The prisoner was committed by the magistrates on the 27th of July, 1897, on a charge of rape alleged to have been committed on the 19th of July. The depositions appearing not to warrant such a charge, the bill laid before the grand jury at the Durham Assizes on the 22nd of November, and the indictment found by them, was for an offence under section 5, sub-section (1), of the Criminal Law Amendment Act, 1885, against a girl over thirteen and under sixteen years of age. It was contended on behalf of the prisoner that an acquittal ought to be directed on the ground that the section referred to provides that "no prosecution shall be commenced

for an offence under sub-section (1) of this section more than three months after the commission of the offence," and that the prosecution for the offence alleged in the indictment was not commenced until the bill was sent to the grand jury on the 22nd of November. The prisoner was convicted. After conviction it was submitted that the indictment ought to be quashed because by reason of section 17 of the Act of 1885 and of the Vexatious Indictments Act, 22 & 23 Vict. c. 17, no indictment for an offence under section 5 (1) ought to have been allowed to be found by the grand jury, there having been no commitment for that offence.

THE COURT (LORD RUSSELL OF KILLOWEN, C.J., and HAWKINS, MATHEW, GRANTHAM, and DARLING, JJ.) upheld the conviction.

LORD RUSSELL OF KILLOWEN, C.J., after stating the facts, said that if the course had been taken of indicting the prisoner for rape, no difficulty could have arisen because, under section 9 of the Criminal Law Amendment Act, 1885, the judge might have directed the jury to acquit of rape and convict of the misdemeanour. The point taken was that this was a prosecution for a misdemeanour under section 5 (1), and that, therefore, the proviso to that section applied. But he thought that the prosecution for the offence of which the prisoner was convicted was commenced within three months after the commission of the offence. A prosecution for rape was a prosecution for any offence for which on an indictment for rape a person could be convicted. The evidence before magistrates might raise a doubt as to whether a person ought to be committed for rape, but they might easily think that no harm could be done by their committing him for that offence, because on an indictment for rape he could be found guilty of the lesser offence. He therefore thought the judge ought not to have directed an acquittal or quashed the indictment.

HAWKINS, MATHEW, GRANTHAM, and DARLING, JJ., concurred. Conviction affirmed.—COUNSEL, *Meynell*. SOLICITOR, *The Treasury Solicitor*. The prisoner was not represented.

[Reported by T. R. C. DILL, Barrister-at-Law.]

MOULT *v.* **HALLIDAY.** Div. Court. 8th Dec.

MASTER AND SERVANT—DOMESTIC SERVICE—NOTICE GIVEN DURING FIRST FORTNIGHT OF SERVICE TO LEAVE AT END OF FIRST MONTH—CUSTOM—REASONABLENESS.

Appeal from the Westminster County Court. The facts were as follows: On the 12th of March, the plaintiff, who had entered the service of the defendant as upper housemaid on the 1st of March, gave notice to leave on the 1st of April. The defendant claimed one month's notice and refused to pay the plaintiff's wages, but offered her six weeks' wages if she would stay ten days later. The plaintiff then brought the action, claiming £2 6s. 8d. for her month's wages. Evidence was given by servants and persons experienced in the business of servants' registry offices that it was common for notice to be given by either mistress or servant during the first fortnight of the service to determine the service at the end of the first month; and the existence of a custom of that nature was alleged. The county court judge held that there was no such custom; he thought that a month's notice was requisite, and further that the custom alleged would be unreasonable, and he gave judgment for the defendant. On the appeal *Williams* v. *Byrne* (7 A. E. 177), *Turner* v. *Mason* (14 M. & W. 112), *Metzner* v. *Bolton* (9 Ex. 518), *Wigglesworth* v. *Dallison* (Smith's Leading Cases, 9th ed., p. 582), *Ex parte Powell* (1 Ch. D. 501), and *Crawcour* v. *Salter* (18 Ch. D. 30), were cited.

THE COURT (HAWKINS and CHANNELL, JJ.) dismissed the appeal.

HAWKINS, J., said that he regretted that the judgment of the court on the case would not settle the law on the question which the parties desired to have settled. The question was one of fact, and they had no power to say that the custom set up by the plaintiffs had been so recognized as to enable the court to take notice of it. The law had made the county court judge the sole judge of fact, and as he had found as a fact that there was no such custom this court could not reverse his finding. On that ground, therefore, and on that alone, the appeal must be dismissed. There was evidence before the county court judge which would have justified him in coming to that conclusion that the custom prevailed. But there was no obligation on him to come to that conclusion, and his decision could not be upset. As to the reasonableness of the custom in question and with the view to dispose of one point, he had no hesitation in saying that the custom would not be unreasonable if it existed. He would add one word as to the custom which had been suggested before the county court—namely, that if a servant left at the end of the first month she had a right to have the character with which she came handed over. That was not a reasonable custom. There was no legal obligation to hand over the character. Supposing that during the month for which the servant who had come with a good character stayed, circumstances occurred which shewed that the servant was not of good character, it would be deceitful and improper to hand over the old good character.

CHANNELL, J., concurred. To be judicially noticed a custom must be so notorious and so well understood that it was unnecessary for people doing business together to mention it, as it would be taken to be included in the contract unless expressly excluded. In the engagment of a servant the well-known custom of a month's wages or a month's warning was an instance. The supposed custom set up in this case was thought to be inconsistent with the custom of terminating the service by a month's notice or a month's wages. But, even if that were the case, it would not matter, inasmuch as a custom grew up from an accumulation of instances, and a custom might therefore change in certain particulars from time to time. Then when the change became sufficiently notorious it would be taken as being included in contracts of service unless it was excluded. The custom set up by the plaintiff had gone some way towards being established, but it still remained a question of fact for the county court judge, and his finding on it would not be interfered with by the court. The learned judge agreed that the custom set up on behalf of the plaintiff would not be unreasonable in itself, and also in thinking that the fact of a servant leaving within the first month created no obligation on the master to hand over the character of the servant which she brought with her.—COUNSEL, *Tyrrell Paine; Boydell Houghton*. SOLICITORS, *Dodd, Longstaffe, & Co.; Budd, Johnsons, & Jecks*.

[Reported by T. R. C. DILL, Barrister-at-Law.]

CLIFFORD *v.* **THAMES IRONWORKS CO.** Div. Court. 15th Dec.

COUNTY COURT—APPEAL—JUDGE'S NOTE—POINT NOT RAISED AT TRIAL.

This was an appeal from the Bow County Court. The action was one for damages for personal injuries caused by the negligence of the defendants' servants. The case was tried before a jury, who gave their verdict in favour of the plaintiff. The appeal was upon the ground: (1) that there was no evidence of negligence proper to go to the jury; and (2) of misdirection. The learned judge, at the end of his note of the case, appended the following observation: "Upon the application of the defendant, I furnish the note of the case taken by me during the trial. No point of law was taken at the trial, and I am unable to say what legal question arises. I thought the case was fought on questions of fact . . ." On appeal, the objection was taken that no point of law was raised in the court below. *Smith* v. *Baker & Sons* (1891, A. C. 325) was cited. On behalf of the defendants *Barber* v. *Burt* (1894, 2 Q. B. 437) was cited, and it was contended that where the point of law arose in the summing up of the judge, as in the present instance, it was neither necessary nor practicable that it should be formally raised by counsel. All that was necessary was that the point should be present in the judge's mind, and in the case of a misdirection, the judge's mind was *ipso facto* directed to it. The judge had no right to record his view that no point was raised at the end of his note after the case was over.

THE COURT (GRANTHAM and CHANNELL, JJ.) dismissed the appeal.

GRANTHAM, J., said that the learned judge was justified in appending to his note the words quoted, and the court would be guided by them. There was no difficulty, in the case of a misdirection, in counsel drawing the judges' attention to it before verdict.

CHANNELL, J., said that every now and then a point arose which could not be taken at the trial, but both the grounds of appeal taken in the present case consisted of points which could have been taken at the trial. —COUNSEL, *Jelf*, Q.C., and *Morten Smith; E. Morten*. SOLICITORS, *Watson Sons & Room; Shaen, Roscoe & Massey*.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

Bankruptcy Cases.

Re **IZOD,** *Ex parte* **OFFICIAL RECEIVER.** C. A. No. 1. 10th Dec.

BANKRUPTCY—RECEIVING ORDER—APPLICATION TO RESCIND—ASSENT OF CREDITORS—JURISDICTION AND DISCRETION OF REGISTRAR—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 104—BANKRUPTCY ACT, 1890 (53 & 54 VICT. c. 71), s. 3, SUB-SECTION 6.

In this case the official receiver appealed against an order of Mr. Registrar Hope, whereby a receiving order made against the debtor on his own petition was rescinded. The receiving order was made on the 22nd of July, 1897. At a private meeting of the creditors three of their number were appointed to inquire and report as to the debtor's affairs, and to act in the interests of the creditors generally. They came to the conclusion that they should receive an immediate cash dividend of 10s. in the pound, and that, if bankruptcy proceedings were continued, the assets would not suffice to pay such a dividend. At the first public meeting of the creditors it was agreed that it was for their benefit to be paid the aforesaid dividend, and that, to avoid the expense and delay of bankruptcy proceedings, they should withdraw their proofs. The debtor's father paid the said dividend to all the creditors, and they assigned to him by deed their debts and released the debtor therefrom and withdrew their proofs. The debtor attended his preliminary examination by the official receiver, and, with the latter's consent, an order was made staying all proceedings until the 5th of November, so as to enable the debtor to make such application to the registrar as he might be advised to. The debtor then applied to Mr. Registrar Hope to have the receiving order rescinded, and the latter, knowing the state of affairs and that the debtor had committed no delinquency, and thinking that this was an exceptional case and one in which the application should be acceded to, made the order asked for. The Board of Trade now appealed against the order of the registrar. It was contended on their behalf that the registrar had no jurisdiction to rescind the order, and that, if he had, he had in this case wrongly exercised his discretion. A receiving order could only be rescinded if the order was wrongly made, or if the debtor had paid 20s. in the pound. Where less than that amount was paid, there must, under section 3 of the Bankruptcy Act, 1890, be a public examination of the debtor before an application can be made to the court for the approval of a scheme. The following cases were cited: *Re Leslie* (35 W. R. 395, 18 Q. B. D. 619), *Re Dixon and Cardus* (37 W. R. 161, 5 Morrell 291), *Re Hester* (22 Q. B. D. 632), and *Re Flatau* (1893, 2 Q. B. 219). For the debtor it was contended that, under the general power given by section 104 of the Bankruptcy Act, 1883, there was jurisdiction to rescind the receiving order, and that the registrar had, in doing so, properly exercised his discretion; and in support of this *Re Davidson* (W. N., 1894, p. 210) and *Ex parte Carr* (35 W. R. 150) were cited.

THE COURT (A. L. SMITH, RIGBY, and COLLINS, L.JJ. dismissed the appeal (RIGBY, L.J., dissenting).

A. L. SMITH, L.J.—The order must stand. The first question was whether the registrar had jurisdiction to rescind the receiving order, and the second question was whether, if he had, he had properly exercised his discretion. The circumstances in this case made it a most exceptional case. The learned judge then, having dealt with the facts of the case, said he was of opinion that there was jurisdiction to rescind the receiving order, although on first reading section 3, sub-section 6, of the Bankruptcy Act, 1890, it appeared that this could not be done until after the debtor had undergone his public examination; yet section 104 of the Act of 1883 gave the court power to rescind any order it had made. *Re Davidson* clearly shewed that there was a discretion to rescind, and *Re Flatau* and *Re Hester* shewed that the matter was discretionary and was not limited to the two cases where twenty shillings in the pound had been paid or a public examination had been held, and in those cases it was pointed out how that discretion should be exercised and under what circumstances. Those circumstances existed here and were taken into consideration by the registrar, who thought that no further investigation was necessary, and he accordingly rescinded the receiving order. The registrar properly exercised his discretion and the appeal should be dismissed.

RIGBY, L.J., in dissenting from the above judgment, said: The discretion of the registrar to rescind a receiving order is a limited discretion. If a general discretion existed it would detract from the provisions of the Bankruptcy Acts, which were intended to aim at a private arrangement made with creditors. *Re Hester*, which was decided under the Act of 1883, shews the leading consideration which ought to guide the court is whether the debtor is proposing a scheme within that Act. The judges there did not determine whether a discretion existed or not, and they expressly refused to decide whether a debtor, as regards an arrangement with his creditors, is or is not bound to proceed under section 18 of the Act of 1883, which section has been repealed and is replaced by section 3 of the Act of 1890. Under this latter section, no application to the court to approve a scheme is to be heard until the debtor has undergone a public examination. That was enacted to clear up any doubt whether there is a general discretion or not. It was never intended that an application to rescind should be founded on a private arrangement with the creditors. In this case the debtor filed his own petition and thus placed himself under the bankruptcy laws. He then made a private arrangement with his creditors. That is entirely against the object of the Bankruptcy Acts, and the exercise of the registrar's discretion ought to be overruled, as there was no ground at all for it. There is no distinction in principle between rescinding a receiving order and annulling an adjudication under section 35 of the Act of 1883, and the court is entitled to look at that section to see upon what grounds an adjudication can be annulled. In the present case the debts were not paid in full, nor is there anything to shew that the receiving order ought not to have been made. The order to stay proceedings was only on certain terms. It does not shew that nothing could be ascertained against the debtor, because all the means of ascertainment were not exhausted. There is nothing special in this case, and the order to rescind ought to be discharged.

COLLINS, L.J., delivered judgment agreeing with that of Smith, L.J. Appeal dismissed.—COUNSEL, *Sir R. Webster*, A.G., and *Muir Mackenzie*; *H. Reed*, Q.C.; *Carrington* and *Cautley*. SOLICITORS, *Solicitor to the Board of Trade*; *P. C. Ray*.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

Re **GILBERT**, *Ex parte* **GILBERT**. Wright, J. 13th Dec.

BANKRUPTCY—DECEASED INSOLVENT—RETAINER BY EXECUTOR—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 125.

This was a motion by Mrs. Laura Gilbert, the widow and executrix of a person who had died insolvent and whose estate was being administered in bankruptcy under section 125 of the Bankruptcy Act, 1883. Mrs. Gilbert asked for an order that the trustee in such administration should deliver up to her all the goods that he had taken possession of under the administration order. The grounds of her claim were, that her husband had died indebted to her in the sum of £850; that his entire estate, which consisted of a drapery business, was under the value of £300; and that in exercise of her right of retainer as executrix, she had retained the estate in satisfaction of her claim prior to any notice of the petition for administration. It was objected on behalf of the trustee that she could not retain in specie, but must first realize the estate, and also that she could not claim a right of retainer over book debts which had not been got in (*Re Compton*, *Norton* v. *Compton*, 33 W. R. 157, 30 Ch. D. 15).

WRIGHT, J., decided that she could not retain the book debts which had not been got in, but upheld her claim to retain in specie. He said it was curious that there was no direct authority on the point. It might very well be that where the assets of a testator exceeded in value the debt to the executor, the executor could not set up a right to retain in specie unless he had clearly appropriated certain of the assets of ascertained value in payment of his debt. But where the assets of a testator were manifestly much less in value than the debt due to the executor, he was not prepared, in the absence of authority, to hold that the executor could not retain the assets in specie in satisfaction of the debt, but was bound to realize the estate before he could pay himself. In the present case the executrix had clearly asserted her right to retain in specie before she received notice of the petition in bankruptcy. Under the circumstances therefore she was entitled to judgment.—COUNSEL, *T. M. Stevens*; *Carrington*. SOLICITORS, *W. R. Millar*; *J. N. Mason*.

[Reported by P. M. FRANCKE, Barrister-at-Law.]

LAW SOCIETIES.

GENERAL COUNCIL OF THE BAR.

(1) The attention of the council having been called to the following resolution of the council passed in October, 1896, and published in the council's last annual statement, and adopted by the general meeting of the bar on the 4th of May, 1897—viz.: "That a barrister holding the office of town clerk, clerk to guardians, or any similar public body, ought not to practise at the bar,"

The council have resolved as follows: "That in their opinion a barrister would be justified in refusing to hold a brief with anyone who transgressed the above resolution, and that barristers ought not to hold briefs with members of the profession who wilfully transgress established rules of the profession."

(2) The council have resolved as follows: "That in their opinion it is undesirable that a barrister who is a member of a county council should appear as counsel before a committee of such county council."

(3) The council have resolved as follows: "(1) That it is not contrary to etiquette for a barrister to attend a county court without being instructed in any case before the court. (2) That there is no objection to a barrister so attending in robes."

(4) Taxes Management Act, 1880 (43 & 44 Vict. c. 19), s. 57 (9).—Appeals.—"No barrister, solicitor, attorney, or any person practising the law shall be allowed to plead before the said commissioners on such appeal for the appellant or officers either *viva voce* or by writing."

It having been represented to the council that complicated and difficult questions arise before the commissioners involving large sums of money, and that the taxpayer is precluded by the above section from any professional assistance, whereas the Revenue authorities are represented by trained experts,

The council have resolved as follows: "That steps should be taken to enable persons appealing to the commissioners under the above section of the Taxes Management Act, 1880, to be represented by counsel on such appeals if they should so desire."

(5) In response to the council's application, the Secretary of State for the Home Department has been pleased to instruct the governors of Her Majesty's prisons to supply the council with copies of the calendars of prisoners awaiting trial at assizes and quarter sessions. Members of the bar may see such calendars upon application at the offices of the council.

THE BARRISTERS' BENEVOLENT ASSOCIATION.

A meeting of this association was held on Wednesday afternoon in Lincoln's-inn Hall. The Attorney-General presided, and among those present were the Master of the Rolls and Lord Justice Chitty.

The ATTORNEY-GENERAL, in moving the adoption of the report of the committee of management for the year ending the 30th of June, 1897, said it was more favourable than any report that had ever before been submitted. He wished to express publicly the thanks of the association for a munificent anonymous donation of £5,000, and he hoped that this gift would lead to other additions to the invested funds, which it was extremely desirable to secure. Considerable success had attended the establishment of local committees at Liverpool and Manchester, and it was now proposed to establish committees at Birmingham and Leeds. He was still not quite satisfied with the number of members—829—although there had been an increase of fifty-nine during the year. The funds were not adequate for the cases the committee had to meet. The grants made during the year amounted to £2,278 among ninety-eight cases, but the income fell £400 short of that sum.

The MASTER OF THE ROLLS seconded the motion, which was carried.

In seconding the motion appointing the committee of management for the ensuing year, which was proposed by Lord Justice CHITTY, Mr. CRACKANTHORPE, Q.C., said that the names of no fewer than 10,000 barristers appeared in the current law list, and he thought he was within the mark when he said that 2,700 appeared as holding chambers and attending circuits. He thought, therefore, they ought to have a very much larger number of subscribers. In Germany nearly every advocate in the empire subscribed to a similar association and the same was the case in France, and in the latter country if an advocate did not subscribe his name was liable to be struck off the *tablet de l'ordre*.

Several votes of thanks having been passed, the proceedings terminated.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

HONOURS EXAMINATION.

November, 1897.

At the examination for Honours of candidates for admission on the roll of solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to honorary distinction:

FIRST CLASS.

(In the opinion of the committee the standard attained by the candidates does not justify the issue of any first class list.)

SECOND CLASS.

[In Alphabetical Order.]

Ronald Stewart Brown, B.A., who served his clerkship with Mr. John Dickinson, of Liverpool.

Robert Burrow Harrison, LL.B., who served his clerkship with Mr. John Edward Bolton, of Kendal.

Herbert Harvey Moseley, B.A., B.C.L., who served his clerkship with Messrs. Field, Roscoe, & Co., of London.

Richard Irvine Steele, who served his clerkship with Messrs. Dobinson & Watson, of Carlisle.

THIRD CLASS.

[In Alphabetical Order.]

Sydney Malcolm Baird, who served his clerkship with Messrs. Fladgate & Co., of London.

Charles Edward Bischoff, B.A., who served his clerkship with Mr. Thomas William Bischoff, of the firm of Messrs. Bompas, Bischoff, Dodgson, Coxe, & Bompas.

Henry Cane, who served his clerkship with Mr. John Colbatch Clark, of the firm of Messrs. Colbatch Clark & Son, of Brighton.

Philip Hugh Childs, who served his clerkship with Mr. Thomas Arthur Bramsdon, of Portsmouth; and Mr. Arthur Walter Mills, of London.

Alfred Montagu Gibb, who served his clerkship with Messrs. Brighouse, Brighouse, & Jones, of Ormskirk.

Arthur Morgan James, who served his clerkship with Mr. Thomas William James, of Swansea; and Mr. John Thomas Lewis, of London.

John Egbert James, LL.B., who served his clerkship with Messrs. Sharman, Jackson, & Archer, of Wellingborough; and Messrs. Russell, Cooke, & Co., of London.

Arthur Daniel Jones, who served his clerkship with Mr. Henry Warring Jones, of London; and Mr. John Durham, of Kingston-on-Thames.

James Brown Killey, B.A., who served his clerkship with Mr. William Arthur Weightman, of the firm of Messrs. Weightman, Pedder, & Weightman, of Liverpool.

Frederick William Beale Poste, LL.B., who served his clerkship with Mr. Robert Fortescue Moresby White, of Grantham; and Messrs. Paterson, Snow, Bloxham, & Kinder.

Walter Treverbian Prideaux, who served his clerkship with Sir Walter Sherburne Prideaux, of the firm of Messrs. Prideaux & Sons, of London.

William Milner Ratcliff, B.A., who served his clerkship with Messrs. Bell, Brodrick, & Gray, of London.

William Edward Richardson, who served his clerkship with Mr. Arthur William Barnes, of Lichfield.

Mr. Edgar Thomas Woodbridge, who served his clerkship with Mr. Thomas Hurry Riches Woodbridge, of the firm of Messrs. Woodbridge & Sons, of Uxbridge; and Mr. George Ernest Rigden, of London.

William Humphrey Woodhouse, who served his clerkship with Mr. Alexander Silk Crowther Doyle, of London.

The Council of the Incorporated Law Society have accordingly awarded to Mr. Baird "The John Mackrell Prize," value about £12.

The Council have given Class Certificates to the candidates in the Second and Third Classes.

Eighty-five candidates gave notice for the examination.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—Nov. 30.—Chairman: Mr. C. A. Anderson.—The subject for debate was "That 'The Christian' does not deserve the popularity it has attained." Mr. F. J. Berryman opened in the affirmative; Mr. Archibald Hair opened in the negative. The following members also spoke: Messrs. G. W. Powers, James Brennan, R. H. Armstrong, J. Bowen Davies, and V. Lyons. The motion was lost by one vote.

Dec. 7.—Chairman: Mr. T. Seager Berry.—The subject for debate was, "That the case of *Plant* v. *Bourne* (1897, 2 Ch. D. 281) was wrongly decided." Mr. F. H. Stevens opened in the affirmative; Mr. D. S. Cornock seconded in the affirmative. Mr. C. H. L. Alder opened in the negative; Mr. John Blair seconded in the negative. The following members also spoke: Messrs. J. A. Dixon, G. H. Daniel, Neville Tebbutt, and J. S. Wilkinson. The motion was carried by two votes.

Dec. 14.—Chairman, Mr. J. S. Wilkinson.—The subject for debate was: "That Parliament should forthwith constitute a tribunal for the compulsory settlement of labour disputes." Mr. C. Herbert Smith opened in the affirmative; Mr. G. W. Powers opened in the negative. The following members also spoke: Messrs. A. W. Watson, J. J. Edwards, G. G. Baily, H. E. Miller, and Tebbutt. The motion was lost by one vote.

LEGAL NEWS.

OBITUARY.

The death is announced, on the 6th inst., of Mr. JOSEPH RICHARD COBB, F.S.A., solicitor, of Brecon, at Nythfa, Brecon. He was, says the *Times*, one of the pioneers of railway enterprize in South Wales, and a learned antiquary, who spent large sums in the preservation of ancient structures. In 1858 he promoted the Brecon and Merthyr Railway, to which he contributed largely, and when the contractor failed he carried on the works for some weeks at his own cost. For the next thirty years there was hardly a Bill affecting South Wales railways on which he was not engaged, and several schemes he promoted largely at his own expense. He was interested in geology and ornithology, and in his early years was a keen sportsman and master of the Breconshire Harriers. For a long period he filled the offices of county treasurer and governor of Christ College, Brecon, where he founded the Parry de Winton Scholarship, and later was county alderman and justice of the peace for the county of Brecon. He was a director of many trading companies, most of which owed their origin to his enterprize and capital. His antiquarian work included the restoration of the Priory Church at Brecon, which was chiefly due to his exertions and expenditure; the undertaking of large works of excavation and preservation at the Castles of Manorbere and Pembroke, which he leased for the purpose; the saving from imminent destruction of an interesting twelfth century house at Pembroke, and its complete restoration; and the purchase of Caldicot Castle, in Monmouthshire, the home of the De Bohuns, which had been used as a quarry for three centuries, and which he restored as a residence. In 1892 he bought from a German shipbreaker Nelson's old ship, *The Foudroyant*, and restored her as a sea-going ship of war of the last century. On this he spent £25,000, and it was a source of profound indignation to him that, not only did he receive no help in this undertaking, but that his work was described as a commercial speculation.

APPOINTMENTS.

Mr. ERNEST EDWARD WILD, barrister, has been appointed Judge of the ancient Guildhall Court of Record in Norwich.

Mr. ALFRED HOPKINSON, Q.C., M.P., has been appointed Principal of Owens College, Manchester, in succession to Dr. Ward.

Mr. EDWARD J. STANNARD, solicitor (of the firm of Robinson & Stannard), of Eastcheap-buildings, London, and Upper Norwood, has been appointed a Commissioner to take the Proof and Acknowledgment of Deeds, and a Commissioner for Oaths for Great Britain and Ireland for the State of New York, U.S.A.

Mr. JOHN EVAN WILLIAMS, M.A., solicitor (of the firm of Williams & Gladstone), of Cardiff, has been appointed a Commissioner for Oaths.

GENERAL.

It is stated that Sir Francis Maclean, the new Chief Justice of Bengal, has been in ill-health since his arrival at Calcutta in the summer of the present year. He was ill at Simla, and has since been a sea-voyage to Ceylon, from which he has failed to benefit.

Mr. Justice Byrne and Mr. Justice Ridley will be the Christmas Vacation judges, one of whom will attend at Queen's Bench Judges' Chambers, on certain days to be fixed, during the first half, while the other will attend during the second part of the vacation.

At a meeting of the parish of St. Sepulchre, London, to nominate representatives for the Court of Common Council for next year, it was announced that Her Majesty's Judges had expressed their intention of approving the plans submitted by the Corporation of London for the erection of a new Central Criminal Court, and that the work of demolition would then proceed at no distant date to make way for the new building.

At a meeting of the judges of the Queen's Bench Division, held on Wednesday, presided over by the Lord Chief Justice, the Judges' Circuits for the ensuing Winter Assizes were rearranged as follows: viz., Midland Circuit, the Lord Chief Justice and Hawkins, J., the Lord Chief Justice going only to Warwick and Birmingham. Oxford Circuit, Day and Kennedy, JJ., the latter judge going only to Stafford and Birmingham; South-Eastern Circuit, Wright, J.; Home Circuit, Darling, J.; Western Circuit, Bigham and Darling, JJ.; Northern Circuit, Wills and Bruce, JJ.; North-Eastern Circuit, Lawrence and Ridley, JJ.; North Wales Circuit, Channell, J.; South Wales Circuit, Phillimore, J.

It is stated that, taking into account all the judges who in one way or another have had *Allen* v. *Flood* before them, it appears that thirteen have been on one side and eight on the other. Their names are as follow:

AGAINST ALLEN.	FOR ALLEN.
Kennedy, J.	Mathew, J.
Esher, ex-M.R.	Wright, J.
Ludlow, L.J.	Herschell, Lord
Rigby, L.J.	Watson, Lord
Hawkins, J.	Macnaghten, Lord
Cave, J.	Davey, Lord
North, J.	Shand, Lord
Wills, J.	James, Lord
Grantham, J.	
Lawrance, J.	
Halsbury, L.C.	
Ashbourne, Lord	
Morris, Lord	
13	8

Mr. Justice Darling was this week the guest of the Kensington Parliament at their annual dinner at the Café Monico, and in the course of a speech, replying to the toast of his health, said, according to the *St. James's Gazette*, that he came prepared to address them on the patent law and upon Venezuela, but he was not prepared to stand up and justify his appointment to the bench. As he had not studied that topic he had not learned the names of certain law books. If he had simply told them that from his earliest days his constant pastime had been to read those books they could not have contradicted him, and he need not have gone far into their contents if he had only mentioned enough names to take up ten minutes of their time. Then he supposed he should have gone away with the reputation, which many people had earned just as easily, of a great lawyer. Instead of that, he had been trying to puzzle out what was the exact resemblance between himself and the Matterhorn. One of the criticisms of his appointment, so far as he could make out, was that, so far from resembling the Matterhorn

he was not the size of an ordinary human being. That was an objection nobody could possibly get over, and one upon which—however long he might live—he could never satisfy his critics.

The third monthly dinner of the London Chamber of Commerce for the session 1897-98 was held on Tuesday. The practical business of the evening consisted of a discussion and criticism of the Companies Bill as introduced in the last Session of Parliament. On the one hand it was urged that the Bill was too large and sweeping, and that instead of seeking to remedy admitted defects it sought to cover too wide a field. It was pointed out that under the present law a large amount of what might otherwise have been idle capital had been employed and a great deal of enterprise promoted, whilst the amount of non-success and insolvency, as shown by the winding up of companies, had been exceedingly small. There was a danger that if the law as to public companies were made too stringent it might exercise a deterrent effect on the working of Acts which up to the present had been of enormous benefit to the country. It was suggested that there might be a codification of the Companies Acts and certain modifications introduced. One of the provisions of the Bill which met with a favourable reception was that seeking to prevent companies going to allotment on insufficient capital. On the other hand, it was argued that the Bill would provide a much-needed improvement in the law which regulated public companies, and would, by imposing upon directors a greater responsibility for their conduct, tend to check the flotation of worthless companies, and protect the interests of shareholders. A vote of thanks to the chairman brought the proceedings to a close.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice NORTH.	Mr. Justice STIRLING.
Monday, Dec. 20	Mr. Leach	Mr. Carrington	Mr. Lavie
Tuesday 21	Beal	Jackson	Pugh
Wednesday 22	Leach	Carrington	Lavie
Thursday 23	Beal	Jackson	Pugh
	Mr. Justice KEKEWICH.	Mr. Justice ROMER.	Mr. Justice BYRNE.
Monday, Dec. 20	Mr. Farmer	Mr. Rolt	Mr. Ward
Tuesday 21	King	Godfrey	Pemberton
Wednesday 22	Farmer	Rolt	Ward
Thursday 23	King	Godfrey	Pemberton

The Christmas Vacation will commence on Friday, the 24th day of December, 1897, and terminate on Thursday, the 6th day of January, 1898, both days inclusive.

THE PROPERTY MART.

RESULT OF SALES.

REVERSIONS AND POLICIES OF ASSURANCE.

Messrs. H. E. FOSTER & CRANFIELD held their 609th Periodical Sale of the above interests at the Mart, Tokenhouse-yard, E.C., on Thursday, when a total of £15,700 was realized. One Policy was knocked down at over 90 per cent. beyond surrender value. Among the Lots Sold were:—

		£
REVERSIONS:		
To one-fifth of about £6,300; lives 68 and 34	Sold	815
Absolute to £2,512 8s. India 3½ per Cent. Stock; life 60	"	1,750
Absolute to Freeholds and Leaseholds producing £410 14s. per annum; life 59	"	220
LEGACY of £3,300; life 75	"	2,280
LIFE POLICIES:		
For £999 19s.; life 80	"	1,325
For £1,000; same life	"	1,265
For £2,000; same life	"	1,570
For £2,000; same life	"	1,550
For £2,000; same life	"	1,565
For £2,000; same life	"	1,385
For £1,000; life 56	"	385
For £1,000; same life	"	365
For £1,500; life 58	"	535
For £500; life 50	"	225

Messrs. C. C. & T. MOORE, on Thursday last, offered part of the Estate of the late Mr. George Burnell. The property was comprised in eight lots, and consisted of a Freehold Ground-rent of £117 10s., which realized £3,350; a corner Freehold Block in Vallance-road, Whitechapel, sold for £3,300; and Freehold Cottages, close to Aldgate, for £2,720. Four Houses and Shops in Middlesex-street fetched £7,000, and £4,550 was given for a 18½ years' lease of property in Old Montagu-street. The total of the sale was nearly £22,000.

WINDING UP NOTICES.

London Gazette.—FRIDAY, Dec. 10.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ABBOTT'S GOLD MINE, LIMITED—Creditors are required, on or before Jan 22, to send their names and addresses, and the particulars of their debts or claims, to Frederic Offor, 139, Cannon st. The company has been reconstituted as the Pride of Mount Margaret, Limited. Burn & Berridge, 11, Old Broad st, solors for liquidator

DE GRUTTERS STORES, LIMITED—Petn for winding up, presented Dec 8, directed to be heard on Dec 20. John B. & F. Purchase, 11, Queen Victoria st, solors for petnr. Notice of appearing must reach the above-named not later than 2 o'clock in the afternoon of Dec 18

MORRIS BROTHERS, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Dec 18, to send in their names and addresses, and the particulars of their debts or claims, to E. J. Abbott, 9, Bennett's hill, Birmingham

NORTH GOLDEN CROWN, LIMITED—Petn for winding up, presented Dec 4, directed to be heard on Dec 20. Burn & Berridge, 11, Old Broad st, solors for petnr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 19

ORIENTAL PALACE OF VARIETIES, LIMITED—Petn for winding up, presented Dec 6, directed to be heard on Dec 20. Tarry & Co, 17, Serjeants' inn, Fleet st, solors for petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 18

PARA GAS CO, LIMITED—Creditors are required, on or before Feb 14, to send their names and addresses, and the particulars of their debts or claims, to Francis William Pixley, 58, Coleman st. Miller & Co, Telegraph st, solors for liquidator

SANITARY BURIAL ASSOCIATION, LIMITED—Petn for winding up, presented Nov 16, directed to be heard on Monday, Dec 20. Ward, 24, John st, Bedford row, solor for petnr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 18

TALISMAN MINES, LIMITED (IN VOLUNTARY LIQUIDATION)—Petn for winding up, presented Dec 2, directed to be heard on Dec 20 Becher, 26, Bedford row, solor for petnr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 19

TIGRE FONTEIN GOLD MINES, LIMITED—Creditors are required, on or before Jan 21, to send their names and addresses, and the particulars of their debts or claims, to Arthur Goddard, St George's House, Eastcheap. Ingle Holmes & Sons, solors for liquidator

UNITED KINGDOM DEBENTURE BANK, LIMITED—Petn for winding up, presented Dec 6, directed to be heard Dec 20. Michael & Co., 8, Old Jewry, solors for petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 18

FRIENDLY SOCIETY DISSOLVED.

GLANMARLAIS FRIENDLY SOCIETY, Corner House Inn, Llandebie, Carmarthen. Nov 24

London Gazette.—TUESDAY, Dec. 14.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BYRON SYNDICATE, LIMITED—Creditors are required, on or before Jan 30, to send their names and addresses, and the particulars of their debts or claims, to Mr. Gerald B. Manley, 23, Bucklersbury. Lyde & Roper, Gt St. Helen's, solors to liquidator

GUADALUPE (HONDURAS) GOLD AND SILVER MINING CO, LIMITED—Creditors are required, on or before Jan 19, to send their names and addresses, and the particulars of their debts or claims, to Alfred Beavis, 11a, Union ct, Old Broad st

HOLMAN'S LUCKY HILL GOLD MINE, LIMITED—Creditors are required, on or before 31st January, to send their names and addresses, and the particulars of their debts or claims, to Edward William Fellgate, 63 and 64, New Broad st Saunders, New Broad st, solor to liquidator

JOHN SHEARMAN & Co, LIMITED—Creditors are required, on or before 20th December, to send their names and addresses, and the particulars of their debts or claims, to Joseph Stanfield, 77, St Mary st, Cardiff Box, Cardiff, solor to liquidator

KENT COALFIELDS SYNDICATE, LIMITED—Creditors are required, on or before Feb 14th, to send their names and addresses, and the particulars of their debts or claims, to Charles Augustus Venn, 95, Gt Russell st, Bloomsbury. Lake & Lake, 10, New-sq, solors

P. S. PHILLIPS, LIMITED—By an order made by Mr. Justice Wright, dated Nov 17, it was ordered that the voluntary winding-up be continued. Le Brasseur & Oakley, 12, New court, Lincoln's inn, agents for Le Brasseur & Bowen, Newport, Monmouth, solors for petnr.

STEAMSHIP TRUST, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Jan 17, to send their names and addresses, and the particulars of their debts or claims, to Johnson & Co, 36, Waterloo st, Birmingham, solors to liquidator.

UNLIMITED IN CHANCERY.

KING WILLIAM LODGE OF INDEPENDENT FREE GARDENERS SOCIETY (formerly held at Shoulder of Mutton Inn, Briestfield, York)—Creditors are required, on or before Jan 14, to send in claims to E. A. Beaumont, 28, Queen st, Huddersfield.

FRIENDLY SOCIETIES DISSOLVED.

A FRIEND-IN-NEED LODGE, MERTHYR UNITY PHILANTHROPIC INSTITUTION FRIENDLY SOCIETY, Lion Inn, 8, Neath rd, Briton Ferry, Glamorgan. Dec 1.

CAMBRIAN SOCIETY, Temple Bar Inn, Llandebie, Carmarthen. Dec 1.

FRIENDLY BENEFIT SOCIETY, White Hart Inn, Milton next Sittingbourne, Kent Dec 1

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, NOV. 26.

EMERTON, ELIZABETH ELLEN, Banwell, Somerset Dec 20 Wilts and Dorset Banking Co v Emerton, Romer, J Corbould, Henrietta st, Cavendish sq

HUGHES, ROBERT, Rhyl, Flint, Brick Manufacturer Dec 31 Hughes v Evans, Stirling, J Pierce-Lewis, Rhyl

ROLLASON, SAMUEL FREDERICK, Edgbaston, Warwick, Manager Dec 17 Holt v Holt, Kekewich, J Goodwin, Birmingham

London Gazette—TUESDAY, NOV. 30.

TEALE, JOHN, Leyburn, Yorks, Solicitor Jan 3 Heaton v Teale, Stirling, J Skelton, Lincoln's inn fields

London Gazette.—FRIDAY, Dec. 3.

GENZEL, HERMANN ANTON LOUIS, Farringdon rd, China and Glass Agent Jan 31 Enderlein v Genzel, Stirling, J Cannon & Co, Wool Exchange

MEYLER, THOMAS, Taunton, Somerset, Solicitor Jan 5 Ludlow v Meyler, North, J Sheppard, Taunton

ROGERSON, AMOS, Eccles, Lancs Dec 30 Rogerson v Rogerson, Registrar, Manchester Blears, Manchester

London Gazette.—TUESDAY, Dec. 7.

BRAIN, GEORGE, Cardiff, Coal Merchant Jan 15 Wallace v Bird, Kekewich, J White, Cardiff

STOCKEN, WILLIAM, Lime st, Solicitor Jan 11 Lamperd v Mote, Kekewich, J Mote, Queen st

UNDER 22 & 23 VICT. CA 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Dec. 3.

ARMITAGE, C LAURIE, St John's Wood Jan 16 Rye & Eyre, Golden sq

BEVERIDGE, GEORGE, Newcastle upon Tyne, Fitter Jan 20 Clark, Newcastle upon Tyne

BEST, JOHN, Oxford Jan 6 Langley, Oxford

BROWN, The Rev JOSEPH THOMAS, Maidenhead Jan 10 Charles St C Bedford and G H Radcliffe, Chapter Clerks Office, Westminster Abbey

BUXTON, MARY ANN, Islington Jan 15 Samuel Price & Sons, Walbrook

CAPPS, THOMAS, Cuckfield, Sussex Feb 28 Mills & Co, Brunswick pl, City rd

DARBYSHIRE, ELIZA, Enderby, Leicester Jan 8 Burgess & Dexter, Leicester

DAVID, ANN, Pendoylan, Glam Jan 10 Hancock, Cardiff

FIELDEN, THOMAS, Tadcaster, York, M P Jan 15 Kearsey & Co, Old Jewry

FREEMAN, ANN, Exeter Dec 25 Peacock & Goddard, South sq, Gray's inn

GRIFFITHS, WILLIAM, Birmingham Jan 3 Bickley & Lynex, Birmingham

HAMILTON, JAMES HANS, Rock Ferry, Cheshire Dec 31 Oakshott & Baxter, Liverpool

HART, ANDREW, Stoke Newington, Licensed Victualler Jan 15 Burne & Wykes, Lincoln's inn fields

HENDERSON, JOHN, Thames Ditton, Surrey Dec 31 Bird & Hamer, Bedford row

HOBSON, WILLIAM, Buxton Jan 4 Hobson, Derby

JACKSON, RICHARD, Gloucester Dec 31 Langley-Smith, Gloucester

JOHNSON, ELIZABETH, Leeds, Shopkeeper Dec 20 Carter & Co, Leeds

JOHNSON, GEORGE JAMES, Charlton, Dover, Builder Feb 3 Lewis & Pain, Dover

JONES, LYDIA, Stoke Newington Jan 8 East, Basinghall st

KENT, ELLEN, Leicester Dec 31 Simpson, Leicester

LOVEITT, MARIA, Belper, Derby Dec 31 Walker & Terry, Belper

MCNAMEE, JAMES, Rochdale Dec 18 Boyer & Co, Manchester

MAYCOCK, FRANCIS, Hawkhurst, Kent Jan 18 Davenport & Co, Hastings

MUSTART, JAMES JOSEPH, Brixton Jan 1 H E Herman, Bartholomew close

NIAS, JOSEPH SOMERSET, Weybridge Dec 31 W F Ward & Son, Norfolk st, Strand

RANDOLPH, DOUGLAS CATER, Wickham Market, Suffolk Jan 12 Daubeny & Mead, King's Bench walk, Temple

REDHEAD, JULIA, Rudston, York Feb 27 Harland & Son, Bridlington

ROLLINSON, MARY ANN, Wanstead, Essex Jan 31 T W Ratcliff & Son, Lime st

SALE, JOHN EDWARD, Bath Dec 20 Preston & Co, Lincoln's inn fields

SAVORY, EMMA, Blackheath Jan 13 Shepheards, Finsbury circus

SCOURFIELD, GWENLLIAN, Hirwain, Aberdare Jan 21 Williams, Aberdare

SHEFFIELD, EDWARD, Islington Dec 15 Stones & Co, Finsbury circus

SINDALL, MARY ANN, Cambridge Jan 7 Archer & Son, Ely

SMITH, RICHARD WILLIAM, Anerley, Surrey Jan 1 Smith, Savoy mansions, Savoy pl

SMYRNIUDI, STAMATI, Manchester Jan 20 Farrar & Co, Manchester

STEVENS, JAMES, Moseley, Worcester Jan 7 Johnsons & Co, Birmingham

TEAR, THOMAS, Wandsworth, Veterinary Surgeon Jan 1 Cowdell, King's Cross rd

WAKEFIELD, FRANCIS, Finchley Jan 31 Talbot, Chancery ln

WEEDON, CHARLES, Holloway Dec 31 Finch & Turner, Cannon st

WHITE, ISABELLA, Stannington, Northumberland Jan 17 Wilkinson & Marshall, Newcastle on Tyne

WHITE, ROBERT, Stannington, Northumberland, Tailor Jan 17 Wilkinson & Marshall, Newcastle upon Tyne

WILLIAMSON, SARAH ANN, Virginia Water, Berks Jan 22 Lovell & Co, Gray's inn sq

WRIGHT, ALFRED WILLIAM, Loughborough, Surrey, Licensed Victualler Jan 4 Sydney, Renfrew rd, Lambeth

London Gazette.—TUESDAY, Dec. 7.

APPLEYARD, RICHARD LOCK, Shepperton Jan 12 Fladgate & Co, Craig's court, Charing Cross

BAILY, CHARLOTTE AUGUSTA SARAH, Clapham Jan 15 Willcocks, New inn, Strand

BARRY, MARTHA, Manchester Jan 7 Makinson & Co, Manchester

BARTON, GEORGE SAMUEL, jun, Graby, nr Falkingham, Lincoln, Farmer Jan 14 Toynbee & Co, Lincoln

BEYER, JOHN GEORGE BENJAMIN, Chorlton upon Medlock, Manchester Jan 15 Claye & Son, Manchester

BRANDON, HORATIO, Putney, Solicitor Jan 8 G S & H Brandon, Essex st, Strand

BROWN, COLIN BAN, South Kensington Jan 14 Allen & Son, Carlisle st, Soho sq

BROWN, The Rev JOSEPH THOMAS, Maidenhead Jan 10 Charles St C Bedford and G H Radcliffe, Chapter Clerk's Office, Westminster Abbey

CLARKE, MARY ADELAIDE, Bognor Jan 18 Linklater & Co, Bond ct, Walbrook

CLARKE, REGINALD, Bognor Jan 18 Linklater & Co, Bond ct, Walbrook

CRANE, JOHN, Garstang, Lancs Jan 3 William & Alfred Blackhurst, Garstang

DALZIEL, ANDREW THOMSON HONEYMAN, Bath Jan 7 Jameson, Liverpool

EDWARDS, ELEANOR, Newcastle under Lyme Dec 30 T & H Slaney, Newcastle

FRATER, GEORGE, Newcastle upon Tyne, Chemist Dec 24 C J R Brown, North Shields

FYLER, The Rev JAMES, Windlesham, Surrey Jan 6 Lake & Lake, New sq

GRAHAM, SAMUEL, Birkenhead Jan 6 Newman & Kent, Liverpool

GRIFFITHS, THOMAS, Whitchurch, Salop Jan 4 Etches & Lee, Whitchurch

GUSTARD, HENRY, Silksworth, Durham, Stationer Dec 20 Chambers, Durham

HARGREAVES, CHARLOTTE CHAPPELL, Streatham Jan 15 Ashurst & Co, Throgmorton avenue

HOUGH, MARGARET, Ince in Makerfield, Lancs Dec 18 Wall, Wallgate, Wigan

JAMIESON, ALLAN FRANK, Aston juxta Birmingham, Commercial Traveller Dec 24 Wright, Birmingham

JOLLY, ANDREW, Liverpool, Physician Jan 12 Sefton, Liverpool

JUST, JONATHAN, Wigan, Licensed Victualler Dec 13 Wilson, Wigan

LAMBERT, MARIA ANN, Barrow in Furness Dec 13 Jackson, Barrow in Furness

LAWRENCE, ELLEN ANNE, Goodnestone, nr Dover Jan 15 F C Mathews Browne & Co, Cannon st

MCADAM, JAMES KILBY, Didsbury, nr Manchester Jan 20 Tallent-Bateman & Thwaites, Manchester

MCCROSSMAN, JOSEPH WILLIAM, Liverpool, Ironfounder Jan 1 Boyle & Picton, Liverpool

MORTIMER, RICHARD, Leeds, Boot Maker Feb 1 Middleton & Sons, Leeds

PARKER, CHARLES, Sheffield Jan 20 Eaton, Sheffield

PATMAN, JOHN PRIOR, Hove, Brighton Jan 15 Burne & Wykes, Lincoln's inn fields

SHARP, EDMUND, Croydon Feb 1 Trinder & Co, Cornhill

STEWART, JOHN, Tunbridge Wells Jan 20 Ince & Co, St Benet chmbrs, Fenchurch st

THOMAS, OCTAVIUS SPRODDING, Herne Bay Jan 15 Trevor, Suffolk House

TIBBITS, MARY SARAH, Hawarden, Flint Jan 3 Tibbits, Warwick

TOMLINSON, GEORGE WILLIAM, Huddersfield, Machine Maker Jan 15 Chadwick & Sons, Dewsbury

WAIN, FRANCIS ROE, Darley Dale, Derby Jan 1 Potter, Matlock Bridge

WALKER, MARIA, Gt Grimsby Jan 20 Haddelsey, Gt Grimsby

WEBSTER, ROBERT JAMES, Bromley Jan 25 Anning & Co, Cheapside

WHYTE, FREDERICK WILLIAM, Liverpool, Mariner Jan 15 Bramall & Co, Leadenhall st

YEO, THOMAS FREDERICK, Alverstoke, Gosport Dec 30 Wainwright & Coy, Staple inn

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Dec. 10.

RECEIVING ORDERS.

ADAMS, MARGARET, Oxford Oxford Pet Oct 30 Ord Dec 7

ANDERTON, GEORGE, Fleetwood, Lancs, Shopman Preston Pet Dec 8 Ord Dec 8

W ASH & SON, Southampton, Wholesale, Fruiterers Southampton Pet Nov 20 Ord Dec 6

BAKER, GEORGE K, Surbiton, Surrey Kingston, Surrey Pet Nov 11 Ord Dec 3

BILVERSTONE, ORVILLE OSCAR, Lowestoft, Labourer Great Yarmouth Pet Dec 7 Ord Dec 7

CLIFFORD, THOMAS, Brough, Westmorland, Farmer Kendal Pet Dec 8 Ord Dec 8

COWLEY, JOHN and HORACE, Arundel st, Strand, Publishers High Court Pet Nov 11 Ord Dec 7

COX, RICHARD HENRY, Brighton, Butcher's Manager Brighton Pet Dec 6 Ord Dec 7

CROMPTON, ARTHUR WILLIAM, Dudley, Worcesters, Coal Merchant Dudley Pet Dec 6 Ord Dec 6

EDMUNDS, WILLIAM, Aberdare, Glam, Innkeeper Aberdare Pet Dec 8 Ord Dec 8

ELKINS, ALBERT EDWARD, Slough, Bucks, Leather Seller Windsor Pet Dec 7 Ord Dec 7

EVANS, EDWARD MEREDITH, Penygraig, Glam, Saddler Pontypridd Pet Dec 8 Ord Dec 8

EVANS, THOMAS WILLIAM, Ystrad, Rhondda, Glam, Fireman Pontypridd Pet Dec 6 Ord Dec 6

GILLOTT, BARTRAM, Cleethorpes, Joiner Gt Grimsby Pet Dec 6 Ord Dec 6

HAYDON, EMILY KATE, I of Thanet, Kent, Blacksmith Canterbury Pet Dec 7 Ord Dec 7

HILES, ELLEN, Oxford Oxford Pet Dec 6 Ord Dec 6

HINES, ARTHUR THOMAS, Paddington High Court Pet Nov 10 Ord Dec 3

HIPWELL, SOLDEN, Wisbech, Builder King's Lynn Pet Dec 4 Ord Dec 4

HOLDEN, WILLIAM LEWIS, Whiston, nr Prescot, Lancs, Potter Liverpool Pet Dec 8 Ord Dec 8

HYDE, FREDERICK, Birmingham, Wholesale Fruiterer Birmingham Pet Dec 8 Ord Dec 8

JONES, DAVID, Llandingat, Farmer Carmarthen Pet Nov 27 Ord Nov 27

JONES, EDWIN ALFRED HOWARD, Clacton on Sea, Grocer Colchester Pet Dec 7 Ord Dec 7

LANGRIDGE, LUKE LUTENER, Hollington, Sussex, Builder Hastings Pet Dec 2 Ord Dec 7

MACKAY, DONALD, Folkestone, Boarding house Keeper Canterbury Pet Dec 7 Ord Dec 8

MEMBREY, HENRY, Plymouth, Cab Proprietor Plymouth Pet Dec 7 Ord Dec 7

MORITZ, F W A, Harlesden High Court Pet Dec 7 Ord Dec 8

NORTH, ALFRED, West Bromwich, Baker West Bromwich Pet Dec 6 Ord Dec 6

PALMER and BENNETT, Bristol, Tailors Bristol Pet Nov 22 Ord Dec 6

PLOWES, JAMES WILLIAM, Goole, Yorks, Labourer Wakefield Pet Dec 7 Ord Dec 7

POOL, L FOWLER, Walthamstow High Court Pet Nov 18 Ord Dec 8

POYNTON, RICHARD HERBERT, Smisby, Derby, Butcher Burton on Trent Pet Nov 23 Ord Dec 7

RATTENBERRY, JOHN LITTLEJOHNS, Wear Gifford, Devon, Dairyman Barnstaple Pet Dec 6 Ord Dec 6

ROBERTSON, WILLIAM, New Cleethorpes, Tailor, Great Grimsby Pet Dec 4 Ord Dec 4

SAVERY, ROBERT, Glos, Boot Manufacturer Bristol Pet Dec 7 Ord Dec 7

SCHOFIELD, ARTHUR, Fishlake, York, Joiner Kingston upon Hull Pet Dec 7 Ord Dec 7

SCOTT, JOSEPH, Headingley, Leeds, Tailor Leeds Pet Dec 6 Ord Dec 6

SKELLON, JOSEPH ALOYSIUS, Catterick, York, Schoolmaster Leeds Pet Dec 7 Ord Dec 7

SMITH, WILLIAM HENRY, Smethwick, Warwick Birmingham Pet Dec 7 Ord Dec 7

TALLENTIRE, WILLIAM, and HENRY METCALFE, Earby, York, Builders Bradford Pet Nov 25 Ord Dec 4

THWAITES, THOMAS OSBORNE, Bexhill, Farmer Hastings Pet Dec 6 Ord Dec 6

TOWLER, HERBERT JOHN, Birmingham, Grocer Birmingham Pet Nov 22 Ord Dec 8

TROWNSELL, CHARLES MORRIS, Crawley, Sussex Brighton Pet Nov 4 Ord Dec 6

WATTAM, FREDERICK, Whittering, Northamptons, Farmer Peterborough Pet Nov 26 Ord Dec 8

WEARMOUTH, JOHN, Brough, Westmorland, Farmer Kendal Pet Dec 8 Ord Dec 8

WEARMOUTH, JOHN WALTON, Bishop Auckland, Insurance Agent Durham Pet Dec 7 Ord Dec 7

WILLCOX, PETER, Bristol, Dairyman Bristol Pet Dec 7 Ord Dec 7

WILTSHIRE, JAMES, Gloucester, Builder Bristol Pet Nov 26 Ord Dec 6

WRIGHT, JOHN WILLIAM, Nottingham Nottingham Pet Nov 24 Ord Dec 7

Amended notice substituted for that published in the London Gazette of Nov. 12:

YULES, ABRAHAM ISAAC, Leeds, Wholesale Clothier Leeds Pet Nov 9 Ord Nov 9

Amended notice substituted for that published in the London Gazette of Dec. 7:

BILLINGTON, JAMES, Salford, Lancs Salford Pet Nov 23 Ord Dec 3

ORDER RESCINDING RECEIVING ORDER AND ANNULLING ADJUDICATION.

LYONS, ALFRED DE COURCY, Blagdon, Somersets, Bachelor of Medicine Wells Rec Ord Sept 15, 1893 Adjud Oct 4 Rescis and Annul Nov 23, 1897

FIRST MEETINGS.

ABBATT, JOHN INKERMAN, Portsmouth, Pig Dealer Dec 17 at 3 Off Rec, Cambridge junct, High st, Portsmouth

BETTS, JAMES, St Peter's, Kent, Schoolmaster Dec 20 at 2.30 Off Rec, 73, Castle st, Canterbury

COOPER, GEORGE, jun, Wheelock Heath, Cheshire, Blacksmith Dec 17 at 10.45 Royal Hotel, Crewe

DRIVER, JAMES, jun, Oswaldtwistle, Lancs, Farmer Dec 17 at 2.30 Commercial, Hotel, Church st, Accrington

EDWARDS, JOSHUA, Llandovery, Butcher Dec 18 at 11 Off Rec, 4, Queen st, Carmarthen

FOOKS, CHARLES, Landport, Hants, Baker Dec 17 at 3.30 Off Rec, Cambridge junct, High st, Portsmouth

GIBBS, ARTHUR, New Bridge st, Insurance Clerk Dec 21 at 12 Bankruptcy bldgs, Carey st

GRANT, ANNIE MARIA, Polruan, Cornwall, Baker Dec 17 at 11 Law Society's chmbrs, Athenæum lane, Plymouth

HARVEY, R D, jun, Caledonian rd Dec 21 at 11 Bankruptcy bldgs, Carey st

HEATON, FRANK ROPER, Blackpool, Grocer Dec 17 at 11 Off Rec, 14, Chapel st, Preston

HENDERSON, JOSEPH, Newark, Notts, Outfitter Dec 17 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

HINES, ARTHUR THOMAS, Paddington Dec 22 at 12 Bankruptcy bldgs, Carey st

HORTON, THOMAS WILLIAM, Nottingham, Butcher Dec 20 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

HORWILL, ARTHUR HERBERT, East Finchley, Draper Dec 21 at 3 Off Rec, 95, Temple chmbrs, Temple avenue

JESSOP, THOMAS HARVEY, Leeds, Law Student Dec 22 at 12 Off Rec, 22, Park row, Leeds

JONES, JOHN, Merthyr Tydfil, Baker Dec 20 at 12 65, High st, Merthyr Tydfil

LACEY, THOMAS WILLIAM, Stone, Kent, Surveyor Dec 20 at 11 115, High st, Rochester

LACEY, T W, Chiswick, Surveyor Dec 21 at 2.30 Bankruptcy bldgs, Carey st

LAKE, BUTLER, Shipley, Yorks, Coal Merchant Dec 21 at 11 Off Rec, 31, Manor row, Bradford

LAMING, CHARLES WILLIAM, Ryde, I of W, Saddler Dec 18 at 12 19, Quay st, Newport, I of W

LANGRIDGE, LUKE LUTENER, Hollington, Sussex, Builder Dec 21 at 2.30 Young & Son, Bank bldgs, Hastings

LUNN, JOSEPH, Clun, Salop, Clogger Dec 20 at 10 4, Corn sq, Leominster

MACKAY, CHARLES, Whalley Range, nr Manchester, Salesman Dec 20 at 2.30 Off Rec, Byrom st, Manchester

MAUDE, ANNIE, Brighton Dec 17 at 12 Off Rec, Pavilion bldgs, Brighton

MINSHALL, JOHN, Crewe, Butcher Dec 17 at 10.30 Royal Hotel, Crewe

MONK, ARTHUR, and ROBERT ALFRED HART, St Leonards on Sea, Monumental Masons Dec 21 at 11 Young & Son, Bank bldgs, Hastings

MORITZ, F W A, Harlesden Dec 22 at 2.30 Bankruptcy bldgs, Carey st

NIXON, MARK, Liverpool, Baker Dec 20 at 12 Off Rec, 35, Victoria st, Liverpool

PANNETT, GEORGE, Hackney rd, Cheesemonger, &c Dec 22 at 2.30 Bankruptcy bldgs, Carey st

PLATER, PHILIP EDWARD VINCENT GILLOW, Beeston, Notts Dec 17 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

PLOWES, JAMES WILLIAM, Goole, Yorks, Labourer Dec 17 at 11 Off Rec, 6, Bond ter, Wakefield

POPE, EDWARD JAMES, Ludgate circus, Ironmonger Dec 20 at 11 Bankruptcy bldgs, Carey st

PRICE, FRANK, Liverpool, Grocer Dec 22 at 12 Bankruptcy bldgs, Carey st

RATTENBERRY, JOHN LITTLEJOHNS, Wear Gifford, Devon, Dairyman Dec 20 at 1.15 Sanders & Son, High st, Barnstaple

RIDDAWAY, JOHN, Coldridge, Devon, Road Contractor Dec 22 at 10.30 Off Rec, 13, Bedford circus, Exeter

ROBERTSON, JOHN, Harringay, Commission Agent Dec 20 at 2.30 Bankruptcy bldgs, Carey st

ROE, FRANK, Norwich, Cabinet Maker Dec 17 at 3 Off Rec, 8, King st, Norwich

ROSCOE, JOHN, St Bride's st, Restaurant Proprietor Dec 20 at 12 Bankruptcy bldgs, Carey st

ROWLANDS, THOMAS, Walnut Tree bridge, Glam Dec 17 at 3 65, High st, Merthyr Tydfil

SAMSON, GAVIN HAMILTON, New Romney, Kent Dec 20 at 2.30 County Court Office, New Romney, Kent

SHELLEY, CHARLES, Hanley, Staffs, Licensed Victualler Dec 20 at 2.30 Off Rec, King st, Newcastle under Lyme

SHUTTLEWORTH, SAMUEL, Huggin lane Dec 23 at 12 Bankruptcy bldgs, Carey st

SMITH, ARTHUR, Nelson, Lancs, Commercial Traveller Dec 31 at 1.30 Exchange Hotel, Nicholas st, Burnley

SMITH, HORACE MELVILLE, Euston rd, Solicitor Dec 17 at 2.30 Bankruptcy bldgs, Carey st

STAKES, WILLIE HAMMOND, Leeds, Grocer Dec 22 at 11 Off Rec, 22, Park row, Leeds

TALLENTIRE, WILLIAM, and HENRY METCALFE, Earby, York, Builders Dec 22 at 11 Off Rec, 31, Manor row Bradford

THORNTON, TOM, Gt Grimsby Dec 17 at 11 Off Rec, Trinity House lane, Hull

URWICK, WILLIAM EDWARD, Ludlow, Auctioneer Dec 20 at 10 4, Corn sq, Leominster

WARD, JOSEPH, Birmingham Dec 17 at 12 23, Colmore row, Birmingham

WATTAM, FREDERICK, Whittering, Northamptons, Farmer Dec 17 at 11.30 Law Courts, New rd, Peterborough

WINDER, THOMAS, Burnley, Solicitor's Clerk Dec 31 at 1 Exchange Hotel, Nicholas st, Burnley

WINSTANLEY, JAMES, Northwich, Cheshire, Grocer Dec 17 at 10.15 Royal Hotel, Crewe

WORSNOP, SAMUEL, Wyke, Yorks, Coal Dealer Dec 17 at 11 Off Rec, 31, Manor row, Bradford

ADJUDICATIONS.

ANDERTON, GEORGE, Fleetwood, Lancs, Shopman Preston Pet Dec 8 Ord Dec 8

BILLINGTON, JAMES, Salford Salford Pet Nov 11 Ord Dec 7

BILVERSTONE, ORVILLE OSCAR, Lowestoft, Labourer Gt Yarmouth Pet Dec 7 Ord Dec 7

CAWDRON, WILLIAM, jun, Leytonstone, Cheesemonger High Court Pet Oct 29 Ord Dec 6

CAUNTER, NELSON SHELLING, Sutton Coldfield, Bank Manager Birmingham Pet June 2 Ord Dec 7

CLIFFORD, THOMAS, Brough, Westmrld, Farmer Kendal Pet Dec 7 Ord Dec 8

CROMPTON, ARTHUR WILLIAM, Dudley, Coal Merchant Dudley Pet Dec 6 Ord Dec 6

EDMUNDS, WILLIAM, Aberdare, Glam, Innkeeper Aberdare Pet Dec 8 Ord Dec 8

ELKINS, ALBERT EDWARD, Slough, Bucks, Leather Seller Windsor Pet Dec 6 Ord Dec 7

EVANS, EDWARD MEREDITH, Penygraig, Glam, Saddler Pontypridd Pet Dec 8 Ord Dec 8

EVANS, THOMAS WILLIAM, Ystrad Rhondda, Glam, Fireman Pontypridd Pet Dec 6 Ord Dec 6

FOWLER, DONALD, and THOMAS WATSON MURPHEY, Sheffield, Tailors Sheffield Pet Oct 21 Ord Dec 8

FREEMAN, WILLIAM CHARLES, New Bridge st, Paper Agent High Court Pet Nov 10 Ord Dec 8

GILLOTT, BARTRAM, Cleethorpes, Joiner Great Grimsby Pet Dec 6 Ord Dec 6

GOLDMAN, SIMON, York, Master Tailor Leeds Pet Nov 29 Ord Nov 29

HAGUE, TEMPLE LAYTON, Ashley grdns, Victoria st, Solicitor High Court Pet Nov 25 Ord Dec 8

HARDCASTLE, JOHN JOSEPH, Huddersfield Huddersfield Pet Dec 4 Ord Dec 6

HILES, ELLEN, Oxford Oxford Pet Dec 6 Ord Dec 6

HOLDEN, WILLIAM LEWIS, Whiston, nr Prescot, Lancs, Potter Liverpool Pet Dec 8 Ord Dec 8

IMPERIALI, DOROTHY, Dover, Hotel Proprietress Canterbury Pet Oct 20 Ord Dec 6

JONES, DAVID, Llandingat, Farmer Carmarthen Pet Nov 27 Ord Nov 27

JONES, EDWIN ALFRED HOWARD, Clacton on Sea, Grocer Colchester Pet Dec 7 Ord Dec 7

KING, ARTHUR HENRY, Cheapside, Merchant High Court Pet Oct 27 Ord Dec 7

LEVY, DAVID, Salford, Lancs, Furniture Dealer Salford Pet Nov 17 Ord Dec 6

MEMBREY, HENRY, Plymouth, Cab Proprietor Plymouth Pet Dec 7 Ord Dec 7

MONK, ARTHUR, and ROBERT ALFRED HART, St Leonards on Sea, Monumental Masons Hastings Pet Dec 2 Ord Dec 6

NORTH, ALFRED, West Bromwich, Baker West Bromwich Pet Dec 4 Ord Dec 6

PANNETT, GEORGE, Hackney rd, Cheesemonger, &c High Court Pet Nov 17 Ord Dec 7

PLOWES, JAMES WILLIAM, Goole, Yorks, Labourer Wakefield Pet Dec 7 Ord Dec 7

REYNOLDS, FRANKLIN, Bekesbourne, Kent, Farmer Canterbury Pet Nov 18 Ord Dec 6

ROBERTSON, WILLIAM, New Cleethorpes, Tailor Great Grimsby Pet Dec 4 Ord Dec 4

ROWLANDS, THOMAS, Walnut Tree Bdge, Glams Pontypridd Pet Nov 29 Ord Dec 4

SAVERY, ROBERT, Glos, Boot Manufacturer Bristol Pet Dec 7 Ord Dec 7

SCHOFIELD, ARTHUR, Fishlake, York, Joiner Kingston upon Hull Pet Dec 7 Ord Dec 7

SCOTT, JOSEPH, Headingley, Leeds, Tailor Leeds Pet Dec 6 Ord Dec 6

SMITH, MOSES JOHN, Margate, Grocer Canterbury Pet Nov 11 Ord Dec 6

SMITH, WILLIAM HENRY, Smethwick, Warwicks, Wire Roller Mill Foreman Birmingham Pet Dec 7 Ord Dec 7

TRINIMAN, HENRY FRANK, Hackney, Baker High Court Pet Nov 19 Ord Dec 7

TROUGHTON, WALTER, Ulverston, Builder Ulverston Pet Nov 26 Ord Dec 7

VERGA, CARLO, Old Compton st, Soho, Club Proprietor High Court Pet Oct 25 Ord Dec 8

WEARMOUTH, JOHN, Brough, Westmrld, Farmer Kendal Pet Dec 7 Ord Dec 8

WEARMOUTH, JOHN WALTON, Bishop Auckland, Insurance Agent Durham Pet Dec 7 Ord Dec 7

WILLCOX, PETER, Bristol, Dairyman Bristol Pet Dec 7 Ord Dec 7

Amended notice substituted for that published in the London Gazette of Nov 12:

YULES, ABRAHAM ISAAC, Leeds, Wholesale Clothier Leeds Pet Nov 9 Ord Nov 9

ADJUDICATION ANNULLED.

COOKE, ROBERT, Plymouth, Dairyman Plymouth Adjud Nov 9, 1897 Annul Nov 17

London Gazette.—TUESDAY, Dec. 14.

RECEIVING ORDERS.

BAEDEKER, EUGENE, Golden lane, Walking Stick Manufacturer High Court Pet Nov 18 Ord Dec 10

BROCKLESBY, HAROLD, Great Grimsby, Draper Great Grimsby Pet Nov 27 Ord Dec 9

BROOKE, SAM, and SAM SUTCLIFFE HAIGH, Brighouse, Yorks, Cotton Doublers Halifax Pet Dec 8 Ord Dec 8

BURDEN, GEORGE RICHARD, Tenderden, Kent, Fishmonger Hastings Pet Dec 10 Ord Dec 10

BURN, ALBERT FREDERICK, Kingston upon Hull, Butcher Kingston upon Hull Pet Dec 11 Ord Dec 11

BURNETT, GEORGE, Tyne Dock, Durham, Engine Fitter Newcastle on Tyne Pet Dec 11 Ord Dec 11

BUXTON, HENRY, Dewsbury, Greengrocer Dewsbury Pet Dec 11 Ord Dec 11

BYROM, EDMUND, Leeds, Greengrocer Leeds Pet Dec 10 Ord Dec 10

CHAMBERS, WILLIAM, Leeds Leeds Pet Dec 11 Ord Dec 11

CLEMENTS, ROBERT, Littleport, Cambs, Grocer Cambridge Pet Dec 9 Ord Dec 9

DARKE, GEORGE JOSEPH, Exeter, Baker Exeter Pet Dec 10 Ord Dec 10

ELLIS, H, Portland pl High Court Pet Nov 12 Ord Dec 10

GARTON, WILLIAM, Muscovy ct, Tower Hill, Cocoa Merchant High Court Pet Nov 17 Ord Dec 10

GIBBS, ERNEST WILLIAM CECIL, Tulse Hill High Court Pet Nov 15 Ord Dec 10

GIBBS, FREDERICK THOMAS MEADE, Kilburn High Court Pet Nov 15 Ord Dec 10

GROSVENOR, FREDERICK SIMON, Moorgate st High Court Pet Nov 10 Ord Dec 10

HARE, EDGAR, Badby, Northamptons, Baker Northampton Pet Dec 9 Ord Dec 9

JOHNSON, HARRY, Teddington, Cycle Agent Kingston, Surrey Pet Dec 9 Ord Dec 9

KEANE, GEORGINA ALICE, Eastbourne Eastbourne Pet Nov 17 Ord Dec 9

KINGSTON, FREDERICK JOHN, Bristol, Tin Plate Worker Bristol Pet Dec 9 Ord Dec 9

LAZENBY, HARRY, Leeds, Bamboo Cane Dealer Leeds Pet Dec 8 Ord Dec 8

MARTIN, HENRY, Twickenham Brentford Pet Dec 8 Ord Dec 8

MILLICHAMP, ROBERT GEORGE, Weston Beggard, Herefords, Farmer Hereford Pet Dec 9 Ord Dec 9

MORGAN, JOHN, Canton, Cardiff, Labourer Cardiff Pet Dec 10 Ord Dec 10

MOSS, HERBERT MANN, Gt Titchfield st, Grocer High Court Pet Dec 9 Ord Dec 9

ORTON, WILLIAM, Leicester Leicester Pet Dec 8 Ord Dec 8

OULTON, JOSEPH, Bradford Bradford Pet Dec 9 Ord Dec 9

PAYNE, RICHARD, Wandsworth, Butcher Wandsworth Pet Nov 23 Ord Dec 9

PIERPOINT, FREDERICK ERNEST, Dorking Poole Pet Dec 8 Ord Dec 8

PILLEY, JOHN, Thorpe Hesley, nr Rotherham, Yorks, Stonemason Sheffield Pet Dec 9 Ord Dec 9

RICHARDSON, ALBERT, Dewsbury, Wholesale Fruit Merchant Dewsbury Pet Dec 9 Ord Dec 9

RILEY, JOHN HENRY, Burley, Leeds, Commercial Traveller Leeds Pet Dec 10 Ord Dec 10

SCOTT, GEORGE ALFRED Liversedge, York, Timekeeper Dewsbury Pet Dec 10 Ord Dec 10

SIMPSON, CHARLES, Walworth, Salesman High Court Pet Nov 13 Ord Dec 9

STIDOLPH, THOMAS FREDERICK, Woodbridge, Suffolk, Organ Builder Ipswich Pet Dec 9 Ord Dec 9

STURGESS, WILLIAM LIONEL, Buckland, Portsmouth, Grocer Portsmouth Pet Dec 10 Ord Dec 10

TAYLOR, JAMES H, Hatch, nr Taunton, Somerset Yeovil Pet Nov 29 Ord Dec 10

VINALL, FREDERICK JOHN, Liverpool, Licensed Victualler Liverpool Pet Nov 19 Ord Dec 10

WALKER, THOMAS, Redcar, York, Blacksmith Stockton on Tees Pet Dec 9 Ord Dec 9

WOLFENDEN, ROBERT, Cheshunt, Herts, Solicitor High Court Pet Oct 15 Ord Dec 9

WOOF, ELIZABETH, Coatham, York, Fish Dealer Stockton on Tees Pet Dec 9 Ord Dec 9

Amended notice substituted for that published in the London Gazette of Nov. 23:

ARRANDALE, EDWIN, Denton, Lancs, Grocer Ashton under Lyne Pet Nov 19 Ord Nov 19

FIRST MEETINGS.

ADLINGTON, JOSEPH MERARI, Tunstall, Staffs, Schoolmaster Dec 21 at 11 Townhall, Hanley

APPLEYARD, JOE, Wortley, Leeds Dec 23 at 3 Off Rec, 22, Park row, Leeds

W ASH & SON, Southampton, Wholesale Fruiterers Dec 22 at 3 Off Rec, 4, East st, Southampton

BAEDEKER, EUGENE, Golden lane, Walking Stick Manufacturer Dec 21 at 2.30 Bankruptcy bldgs, Carey st

BAKER, GEORGE K, Surbiton, Surrey Dec 22 at 12.30 24, Railway app, London bridge

BECKETT, CHARLES ROGER, Dalton in Furness, Timber Merchant Dec 22 at 4 Station Hotel, Carnforth

BILVERSTONE, ORVILLE OSCAR, Lowestoft, Labourer Dec 24 at 3 Off Rec, 8, King st, Norwich

BROOKE, SAM, and SAM SUTCLIFFE HAIGH, Brighouse, Yorks, Cotton Doublers Dec 30 at 11 Off Rec, Townhall, chmbrs, Halifax

BROOKES, WILLIAM, Llandudno, Butcher's Manager Dec 23 at 11.45 Prince of Wales Hotel, Llandudno

BURDEN, GEORGE RICHARD, Tenterden, Kent, Fishmonger Dec 21 at 2 Young & Son, Bank bldgs, Hastings

CAIGER, ALFRED, Richmond, Tailor Dec 22 at 11.30 24, Railway app, London Bridge

CLEMENTS, ROBERT, Littleport Fen, Cambs, Grocer Jan 19 at 10.30 Off Rec, 5, Petty Cury, Cambridge

COWLEY, JOHN and HORACE, Arundel st, Strand, Publishers Dec 21 at 12 Bankruptcy bldgs, Carey st

COX, RICHARD, Brighton, Butcher's Manager Dec 22 at 12 Off Rec, 4, Pavilion bldgs, Brighton

CROMPTON, ARTHUR WILLIAM, Dudley, Worcs, Coal Merchant Dec 21 at 11 Off Rec, Wolverhampton st, Dudley

DAFT, RICHARD, and HARRY BUTLER DAFT, Nottingham Dec 21 at 11 County Court house, St Peter's gate, Nottingham

DAFT, HARRY BUTLER, and BERNARD BARNETT, Nottingham, Cricket Outfitters Dec 21 at 12 County Court house, St Peter's gate, Nottingham

DARKE, GEORGE JOSEPH, Exeter, Baker Dec 23 at 10.30 Off Rec, 13, Bedford circus, Exeter

EDWARDS, ARTHUR, Bungay, Suffolk Jan 11 at 10.45 L Blake, South Quay, Gt Yarmouth

EVANS, THOMAS WILLIAM, Ystrad Rhondda, Glam, Fireman Dec 23 at 12 65, High st, Merthyr Tydfil

GARDINER, GEORGE, Kingswood, Glos, Builder Dec 22 at 12.30 Off Rec, Baldwin st, Bristol

GARTON, WILLIAM, Muscovy ct, Tower Hill, Cocoa Merchant Dec 23 at 11 Bankruptcy bldgs, Carey st

GOLDMAN, SIMON, Leeds, Master Tailor Dec 23 at 12 Off Rec, 22, Park row, Leeds

GROSVENOR, FREDERICK SIMON, Moorgate st Dec 23 at 12 Bankruptcy bldgs, Carey st

HALLETT, ALFRED, East Chelborough, Dorsets, Blacksmith Dec 21 at 1 Off Rec, City chmbrs, Endless st, Salisbury

HALLETT, BERNARD, Bridport, Dorsets, Cutler Dec 22 at 12.30 Off Rec, City chmbrs, Endless st, Salisbury

HARDCASTLE, JOHN JOSEPH, Huddersfield Dec 23 at 11 Off Rec, 19, John William st, Huddersfield

HAYDON, EMILY KATE, Isle of Thanet, Kent Dec 23 at 9 Off Rec, 73, Castle st, Canterbury

HILES, ELLEN, Oxford, Lodging house Keeper Dec 21 at 12 1, St Aldate's, Oxford

HOLDEN, ADAM, Oldham Dec 22 at 2.30 Off Rec, Bank chmbrs, Queen st, Oldham

JOHNS, THOMAS, Oldham, Bobbin Carrier Dec 22 at 2.30 Off Rec, Bank chmbrs, Queen st, Oldham

JONES, DAVID, Llandingat, Carmarthen, Farmer Dec 21 at 2.30 Off Rec, 4, Queen st, Carmarthen

JONES, EDWIN ALFRED HOWARD, Clacton on Sea, Grocer Dec 21 at 12.30 Great Eastern Hotel, Liverpool st, London

KINGSTON, FREDERICK JOHN, Bristol Dec 22 at 3.15 Off Rec, Baldwin st, Bristol

LAZENBY, HARRY, Leeds, Bamboo Cane Dealer Dec 23 at 11 Off Rec, 22, Park row, Leeds

MACKAY, DONALD, Folkestone, Boarding House Keeper Dec 22 at 4 Queen's Hotel, Folkestone

MARGISON, WILLIAM, Darfield, Yorks, Miner Dec 22 at 10.15 Off Rec, Regent st, Barnsley

MASON, JOSEPH, Aston, Warwick, Pearl Button Manufacturer Dec 21 at 11 23, Colmore row, Birmingham

MEMBERY, HENRY, Plymouth, Cab Proprietor Dec 22 at 11 Law Society's chmbrs, Athenæum lane, Plymouth

MOSS, HERBERT MANN, Gt Titchfield st, Grocer Dec 27 at 11 Bankruptcy bldgs, Carey st

OXTON, WILLIAM, Leicester Dec 21 at 12.30 Off Rec, 1, Berridge st, Leicester

OULTON, JOSEPH, Bradford Dec 23 at 11 Off Rec, 31, Manor row, Bradford

PALMER & BENNETT, Bristol, Tailors Dec 22 at 12 Off Rec, Baldwin st, Bristol

PEDLEY, FREDERICK WILLIAM, West Hartlepool, Plumber Dec 21 at 3 Off Rec, 25, John st, Sunderland

PERRING, ROBERT JOHN, Clerkenwell, Clerk Dec 23 at 11 Bankruptcy bldgs, Carey st

ROBERTS, JOHN, Llandudno, Contractor Dec 23 at 12.15 Prince of Wales Hotel, Llandudno

ROBERTS, WILLIAM, Walsall, Wholesale Potato Merchant Dec 22 at 11 Off Rec, Walsall

SAMUEL, JOHN EDWARD, Dowlais, Glam, Stationer Dec 22 at 12 65, High st, Merthyr Tydfil

SAVERY, ROBERT, Kingswood, Glos, Boot Manufacturer Dec 22 at 1 Off Rec, Baldwin st, Bristol

SCHOFIELD, ARTHUR, Fishlake, York, Joiner Dec 21 at 11 Off Rec, Trinity House lane, Hull

SCRIVEN, GEORGE, Nottingham, Accountant Dec 22 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

SCOTT, THOMAS JONES, Dorchester, Traveller Dec 21 at 12.30 Off Rec, City chmbrs, Endless st, Salisbury

TIWAITES, THOMAS OSBORNE, Bexhill, Farmer Dec 21 at 3 Young & Son, Bank bldgs, Hastings

VERGA, CARLO, Old Compton st, Soho, Club Proprietor Dec 22 at 11 Bankruptcy bldgs, Carey st

WILD, GEORGE, Oldham Dec 22 at 3.15 Off Rec, Bank chmbrs, Queen st, Oldham

WILLCOX, PETER, Bristol, Dairyman Dec 23 at 3 Off Rec, Baldwin st, Bristol

WILTSHIRE, JAMES, Kingswood, Glos, Builder Dec 22 at 12.45 Off Rec, Baldwin st, Bristol

ADJUDICATIONS.

BAKER, GEORGE K, Surbiton, Surrey Kingston, Surrey Pet Nov 11 Ord Dec 10

BROCKLESBY, HAROLD, Gt Grimsby, Draper Gt Grimsby Pet Nov 25 Ord Dec 10

BROOKE, SAM, and SAM SUTCLIFFE HAIGH, Brighouse York, Cotton Doublers Halifax Pet Dec 8 Ord Dec 8

BURDEN, GEORGE RICHARD, Tenterden, Kent, Fishmonger Hastings Pet Dec 10 Ord Dec 10

BURN, ALFRED FREDERICK, Kingston upon Hull, Butcher Kingston upon Hull Pet Dec 11 Ord Dec 11

BURNETT, GEORGE, Tyne Dock, Durham, Engine Fitter Newcastle on Tyne Pet Dec 11 Ord Dec 11

BUXTON, HENRY, Dewsbury, Greengrocer Dewsbury Pet Dec 10 Ord Dec 11

BYROM, EDMOND, Leeds, Greengrocer Leeds Pet Dec 10 Ord Dec 10

CHAMBERS, WILLIAM, Leeds Leeds Pet Dec 11 Ord Dec 11

COX, RICHARD HENRY, Brighton, Butcher's Manager Brighton Pet Dec 6 Ord Dec 9

CLEMENTS, ROBERT, Littleport, Cambs, Grocer Cambridge Pet Dec 9 Ord Dec 9

DARKE, GEORGE JOSEPH, Exeter, Journeyman Baker Exeter Pet Dec 7 Ord Dec 10

HARE, EDGAR, Badby, nr Daventry, Northamptons, Baker Northampton Pet Dec 8 Ord Dec 9

HIBBS, ARTHUR THOMAS, Paddington High Court Pet Nov 10 Ord Dec 9

HOBWILL, ARTHUR HERBERT, East Finchley, Draper Barnet Pet Nov 30 Ord Dec 8

JOHNSON, GEORGE, Huddersfield, Boot Manufacturer Huddersfield Pet Sept 24 Ord Dec 10

KINGSTON, FREDERICK JOHN, Bristol, Tin-plate Worker Bristol Pet Dec 9 Ord Dec 9

LAURIE, THOMAS PERCY, Somers Town, Potato Salesman High Court Pet Oct 21 Ord Dec 9

LAZENBY, HARRY, Leeds, Bamboo Cane Dealer Leeds Pet Dec 8 Ord Dec 8

LIPSCOMBE, ARTHUR, St Paul's Churchyard High Court Pet Sept 3 Ord Dec 9

MILLICHAMP, ROBERT GEORGE, Weston Beggard, Herefords, Farmer Hereford Pet Dec 9 Ord Dec 9

MOSS, HERBERT MANN, Gt Titchfield st, Grocer High Court Pet Dec 9 Ord Dec 9

OXTON, WILLIAM, Leicester Leicester Pet Dec 7 Ord Dec 8

OULTON, JOSEPH, Bradford Bradford Pet Dec 9 Ord Dec 9

PIERPOINT, FREDERICK ERNEST, Dorking Poole Pet Dec 4 Ord Dec 8

PILLEY, JOHN, Thorpe Hesley, nr Rotherham, Yorks, Stonemason Sheffield Pet Dec 9 Ord Dec 9

RATTENBERRY, JOHN LITTLEJOHNS, Wear Gifford, Devons, Dairyman Barnstaple Pet Dec 6 Ord Dec 9

RICHARDSON, ALBERT, Dewsbury, Wholesale Fruit Merchant Dewsbury Pet Dec 9 Ord Dec 11

RILEY, JOHN HENRY, Burley, Leeds, Commercial Traveller Leeds Pet Dec 10 Ord Dec 10

SAMSON, GAVIN HAMILTON, New Romney, Kent Hastings Pet Oct 30 Ord Dec 8

SCOTT, GEORGE ALFRED, Liversedge, York, Timekeeper Dewsbury Pet Dec 9 Ord Dec 10

SHELLEY, CHARLES, Hanley, Staffs, Licensed Victualler Hanley Pet Nov 12 Ord Dec 8

SHOWDON, JOHN HARRY, Spitalfields, Salesman High Court Pet Nov 3 Ord Dec 9

STIDOLPH, THOMAS FREDERICK, Woodbridge, Suffolk, Organ Builder Ipswich Pet Dec 9 Ord Dec 9

SPENCER, WALTER, Hinckley, Leicester, Tailor Leicester Pet Nov 5 Ord Dec 8

TIWAITES, THOMAS OSBORNE, Bexhill, Farmer Hastings Pet Dec 6 Ord Dec 10

WALKER, THOMAS, Redcar, York, Blacksmith Stockton on Tees Pet Dec 9 Ord Dec 9

WATTAM, FREDERICK, Whittering, Farmer Peterborough Pet Nov 25 Ord Dec 9

WOOF, ELIZABETH, Coatham, York, Fish Dealer Stockton on Tees Pet Dec 9 Ord Dec 9

Amended notice substituted for that published in the London Gazette of Nov. 23:

ARRANDALE, EDWIN, Denton, Lancs, Grocer Ashton under Lyne Pet Nov 19 Ord Nov 19

ADJUDICATION ANNULLED.

SOUTHWOOD, WILLIAM, Dawlish, Devons, Wine Merchant Exeter Adjud June 17, 1896 Annul Dec 8, 1897

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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